

Spokane Park Board Agenda

3:30 p.m. April 12, 2018 City Council Chambers, lower level City Hall 808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:

Nick Sumner – President Rick Chase – Vice President Leroy Eadie – Secretary Chris Wright Ted McGregor Greta Gilman Steve Salvatori Sally Lodato Jennifer Ogden Gerry Sperling Jamie SiJohn Mike Fagan – Council Liaison

<u>Agenda</u>

- 1. Roll Call: Pamela Clarke
- 2. <u>Minutes</u>: March 8, 2018, Regular Park Board Meeting Minutes and March 22, 2018 special Park Board meeting minutes
- 3. Additions or Deletions to the Agenda:
- 4. Special Guests:
- 5. <u>Claims</u>: Claims for the month of March 2018 *Chris Wright*
- 6. Financial Report & Budget Update: Mark Buening
- 7. <u>Special Discussion/Action Items</u>:
 A. Urban Forestry Tree Committee assignments *Nick Sumner*
- 9. <u>Committee Reports Action Items</u>: Urban Forestry Tree Committee: April 3, 2018 – *Rick Chase* A. Action items: None

Golf Committee: April 10, 2018 – *Steve Salvatori* A. Action items: None

Land Committee: April 4, 2018 – Greta Gilman

- A. Palisades Park Memorandum of Understanding
- B. Spokane Municipal Code Ordinance amendment and resolution

Recreation Committee: April 5, 2018 - Sally Lodato

A. Action items: None

Riverfront Park Committee: April 9, 2018 - Chris Wright

- A. Riverfront Park art plan and signature artwork design recommendation
- B. Pavilion and Promenade GMP and design development
- C. Visit Spokane Memorandum of Understanding/regional information center
- D. Historic Carousels, Inc., contract amendment and sole source resolution/Looff Carrousel (\$25,000)
- E. Budget reallocation/North Butterfly design and construction (\$117,500)
- F. T. LaRiviere final balancing change order #10R/Howard Street Bridge South (\$139,649.06 credit)
- G. North Star Enterprises traffic control and detour plans contract amendment #4 (\$4,000)
- H. Contractors Northwest Inc. change order #17/Recreational Rink (\$5,026.26)
- I. Bill Fearn naming proposal/Former YMCA and conservation area site

Finance Committee: April 10, 2018 – Chris Wright

- A. Fountain Café tenant improvements project (\$107,882.82)
- B. Oxarc value blanket/Aquatics chemicals (\$93,805.11)
- C. Public Works Memorandum of Understanding/Howard Street Bridge South

Bylaws Committee: There was no meeting.

A. Action items: None

9. <u>Reports</u>

- A. Park Board President: Nick Sumner
- B. Liaison Reports:
 - 1. Conservation Futures Liaison Steve Salvatori
 - 2. Parks Foundation Liaison *Ted McGregor*
 - 3. Council Liaison Mike Fagan

C. Director's Report: Leroy Eadie

10. Executive Session:

A. None

11. Correspondence:

A. Letters/emails: Free swim resolution – thank you High Drive Bluff acquisition Riverfront Park Amusement rides Golf Cart Trail Fee Waiver policy Riverfront Park art piece

12. <u>Public Comments</u>: None

13. Adjournment:

14. Meeting Dates:

- A. Next Committee meeting dates: Urban Forestry Committee: 4:15 p.m. May 1, 2018, Woodland Center, Finch Arboretum Golf Committee: 8:05 a.m. May 8, 2018, Manito Park conference room, Manito Park Land Committee: 3 p.m. May 2, 2018, Park Operations Complex, 2304 E. Mallon Recreation Committee: *The May 3 meeting is canceled.* Riverfront Park Committee: 8:05 a.m. May 7, 2018, City Council Briefing Center Finance Committee: 3 p.m. May 8, 2018, City Hall Conference Room 2B
- A. Next Park Board: 3:30 p.m. May 10, 2018, City Council Chambers
- B. Park Board Study Session: No session scheduled at this time.

Agenda is subject to change

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Spokane Park Board

March 8, 2018 – 3:30 p.m. City Council Chambers, lower level City Hall 808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:

- X Nick Sumner President (call-in) Rick Chase – Vice President (absent/excused)
- X Leroy Eadie Secretary
- X Chris Wright (presiding)
- X Ted McGregor Greta Gilman (absent/excused) Steve Salvatori (call-in)
- X Sally Lodato
- X Jennifer Ogden
- X Gerry Sperling (call-in)
- X Jamie SiJohn
- X Mike Fagan Council Liaison

Parks Staff: Jason Conley Mark Buening Garrett Jones

Al Vorderbrueggen Jennifer Papich Angel Spell Jonathan Moog Berry Ellison Josh Oakes Carl Strong Fianna Dickson Ryan Griffith Pamela Clarke

Guests:

Dennis Hession Tom Ogan Dr. Bill Barber Hal McGlathery Terri Fortner Kevin Eddy Craig Volosing

MINUTES (Click <u>HERE</u> for link to video recording of the meeting.)

1. <u>Roll Call</u>: Pamela Clarke See above

2. Minutes:

A. Feb. 8, 2018, regular Park Board meeting minutes

Motion No. 1: Mike Fagan moved to approve the Feb. 8, 2018, Park Board meeting minutes.

Jennifer Ogden seconded. Motion carried with unanimous consent.

3. Additions or Deletions to the Agenda:

A. <u>100% developmental design plans/Pavilion</u> – Staff requested additional time for the designbuild team to provide an updated Guaranteed Maximum Price and design details on the shading element. For this reason, Chris Wright requested a motion to delete the action item from the agenda.

Motion No. 2: Mike Fagan moved to delete the 100% developmental design plans/Pavilion action item from the Riverfront Park Committee section of the agenda.

Ted McGregor seconded. Motion carried with unanimous consent.

4. Special Guests:

A. <u>Honor former Park Board president/member Carol Barber</u> – *Dennis Hession*, former City Council and Park Board member shared some of his memories of Carol Barber who recently passed away. Ms. Barber served on the Park Board from 1991 to 2001, including two years as board president. During her service on the Park Board, the following milestones were reached: 1) the Creek at Qualchan property was acquired; 2) the city's Urban Forestry program was established; 3) a \$15 million bond was passed which was used to purchase the North Bend and Sky Prairie/Five Mile Prairie properties; and 3) in 1995, she lead the charge to save the Expo '74 Butterflies. Mr. Hession also acknowledged her husband Dr. Bill Barber who was present at the meeting.

5. **<u>Claims</u>**: Claims for the month of February 2018 – *Chris Wright*

Motion No. 3: Chris Wright moved to approve claims for the month of February 2018 in the amount of \$1,271,507.27.

Mike Fagan seconded. Motion carried with unanimous consent.

6. **Financial Report & Budget Update**: – *Mark Buening* presented the yearend, and February financial reports and budget updates. For 2017 yearend, the Park Fund revenue was 105.57% of the projected budget, and expenditures were at 105.96% of the projected budget. The Golf Fund revenue was 88.96% of the projected budget and expenditures were 101.49% of the projected budget. For February, the Park Fund is tracking at 92.76% of the projected budget and expenditures are tracking at 89.73% of the projected budget. The Golf Fund is tracking at 656.17% of the projected budget and expenditures are tracking at 89.73% of the projected budget. Approximately 81% of the Riverfront Park redevelopment project budget has been expended or committed.

7. Special Discussion/Action Items:

A. <u>Park Board committee assignments</u> – *Chris Wright* presented the list of proposed Park Board committee assignments and committee chairs for the board's consideration.

Motion No. 4: Jennifer Ogden moved to approve the 2018 list of committee assignments as presented with the exception of the appointments to the Urban Forestry Tree Committee which will be determined in April.

Sally Lodato seconded. Motion carried with unanimous consent.

8. Committee Reports:

Urban Forestry Tree Committee: (The Feb. 27 meeting was canceled.)

A. Action Items: None

B. The next regularly scheduled meeting is 4:15 p.m. April 3, 2018, at the Woodland Center, Finch Arboretum.

Golf Committee: March 6, 2018, Jason Conley

A. <u>Golf Cart Trail Fee Waiver administrative policy</u> – *Jason Conley* presented a proposed policy amendment which involves waiving trail fees for golfers who qualify for Social Security disability benefits. Present at the meeting was Golfer Tom Ogan who is an advocate of the amendment and was instrumental in working with Parks to develop a new criterion for the

waiver. Mr. Ogan thanked the board for their consideration of reinstating the waved trail fees for qualified disabled golfers. The new guidelines would be more stringent by requiring an individual be declared permanently disabled by the Social Security Administration in order to be eligible.

Motion No. 5: Mike Fagan moved to approve the amended Golf Cart Trail Fee Waiver administrative policy as presented.

Jennifer Ogden seconded.

Motion carried with unanimous consent.

B. The next scheduled meeting is 8:05 a.m. April 10, 2018, Manito Park conference room, Manito Park.

Land Committee: Feb. 28, 2018, Jennifer Ogden

A. <u>Land acquisition administrative policy and procedure amendment</u> – *Garrett Jones* presented the proposed amended land acquisition policy which addresses the general policy and procedure for acquisition of Park land and facilities. Mr. Jones noted the only change was the addition of Section 3.2. which authorizes the Parks director the ability to pursue the purchases of land-locked/infill parcels up to \$20,000 for each parcel that is completely with the boundaries of Palisades Park and Indian Canyon Natural Area.

Motion No. 6: Jennifer Ogden moved to approve the amended land acquisition administrative policy and procedure as presented.

Gerry Sperling seconded.

Motion carried with unanimous consent.

B. <u>High Drive bluff property resolution</u> – *Leroy Eadie* presented the proposed High Drive bluff property resolution authorizing the Parks director to deliver an option notice exercising an option to purchase 50 acres of land adjacent to Park land on the bluff off High Drive. The Bracher property will be purchased for \$270,000. Funding is coming from a \$126,000 citizen donation and the cumulative reserve general fund. The parcel will be added to the Park inventory for non-motorized, recreation uses consistent with open space/conservation areas.

Motion No. 7: Jennifer Ogden moved to approve the High Drive bluff property resolution as presented.

Sally Lodato seconded. Motion carried with unanimous consent.

C. <u>Palisades/Indian Canyon property acquisitions resolution</u> – *Garrett Jones* presented the proposed Palisades property acquisitions resolution which authorizes the Parks director to pursue the purchase of three infill/landlocked parcels at Indian Canyon Conservation Area and Palisades Park totaling 1.87 acres. The owner has offered to sell the land to Parks for \$12,000.

Motion No. 8: Jennifer Ogden moved to approve the Palisades property acquisitions resolution as presented.

Sally Lodato seconded. Motion carried with unanimous consent. D. The next scheduled meeting is 3 p.m. April 4, 2018, Park Operations Complex, 2304 E. Mallon.

Recreation Committee: March 1, 2018, Sally Lodato

A. <u>2018 aquatic center fees resolution</u> – *Jennifer Papich* presented the proposed 2018 aquatic center fees resolution which declares lap swim, open swim and parent-tot swimming will be free of charge for all ages at all City of Spokane aquatic centers in 2018. Park Board members and staff are hoping this will increase attendance during the open swim time. Ms. Papich reported the program brings in approximately \$200,000 in revenues annually, and capacity utilization during the non-program times is about 44%. Leroy Eadie noted the recent state minimum wage impacts have increased labor costs at the pools. By not charging, it will eliminate the need for aquatics temporary/seasonal cashier positions and will reduce labor costs. He also pointed out by not collecting money at the pools, it eliminates audit risks and removes costs associated with having cash picked up by armored car companies. Since there will be no concessions, staff is investigating opportunities for installing vending machines at the aquatic centers which could offer healthy food selections, sunscreen and swim diapers.

Motion No. 9: Mike Fagan moved to approve the 2018 aquatic center fees resolution as presented.

Jamie SiJohn seconded. Motion carried with unanimous consent.

B. The next scheduled meeting is 4 p.m. April 5, 2018, Park Operations Complex, 2304 E. Mallon.

Riverfront Park Committee: March 5, 2018, Ted McGregor

A. <u>Riverfront Park redevelopment budget amendment</u> – *Berry Ellison* presented an overview of the Riverfront Park redevelopment budget amendment. Mr. Ellison explained the amendment is necessary to properly allocate funds to various project budgets. The proposed budget reallocations are based on actual costs-to-date, forecast expenditures and commitments of the Riverfront Park Master Plan. Non-bond funds have also been added from philanthropic sources and the City Public Works.

Motion No. 10: Ted McGregor moved to approve the Riverfront Park redevelopment budget amendment as presented.

Sally Lodato seconded. Motion carried unanimously.

B. <u>Stantec additional services amendment/Recreational Rink (\$33,700)</u> – *Berry Ellison* presented the proposed design services amendment with Stantec for additional work at the Recreational Rink not to exceed \$33,700. Services include an Ice Ribbon evaluation and engineering support. Equipment failures within the ice mechanical system prompted the project management office to initiate a claim against the contractor, Contractors Northwest Inc. This is not a request to take legal action against CNI. The purpose is to have a third party thoroughly inspect the entire system to ensure Parks is receiving a "like new" system. While this is an expenditure, the \$33,700 will be reimbursed by the contractor; however, lost revenue may not be reimbursed.

Motion No. 11: Ted McGregor moved to approve the additional services amendment with

Jennifer Ogden seconded. Motion carried with unanimous consent.

C. <u>Walker construction change order #10/Looff Carrousel (\$589,532.92)</u> – *Berry Ellison* presented a proposed change order #10 with Walker Construction for conduits, unforeseen conditions at the 18-inch water main, removal of unsuitable soils, electric service and other value-added improvements in the amount of \$589,532.92, plus tax. Staff will negotiate with City utilities for reimbursement for the unforeseen issues in the amount of \$97,149.

Motion No. 12: Ted McGregor moved to approve the Riverfront Park redevelopment budget amendment as presented.

Gerry Sperling seconded. Motion carried with unanimous consent.

D. Riverfront Park redevelopment update – Garrett Jones presented the monthly bond update. Project highlights include: 1) Looff Carrousel and Rotary Fountain – carrousel installation is anticipated to begin next week with projected completion set for spring 2018; 2) Pavilion and Central/North Promenades - the former science building and other selective demolition are ongoing; and 3) Lead artist - the Joint Arts Committee narrowed from four down to two art concepts, and art piece selection is anticipated in spring 2018. Leroy Eadie provided an update on the Ice Ribbon explaining the warm weather has precluded making a new ice cover on the ribbon. While it's possible to hold ice this time of year, it's not possible to make a new cover of ice with temperatures as high as they have been. They were, however, able to confirm the mechanical system is fully functional and will be ready for the ice skating season next fall. For Unlimited Pass holders, Parks will offer additional days at the beginning of the 2018/2019 ice season to compensate for the days lost this season. Additionally, Unlimited Pass holders choosing to renew next season will receive a 25% discount off the price of their new pass. Mr. Eadie reported roller skating and scooters are expected to be offered on the ribbon as early as mid-April. The Berry-Go-Round amusement ride will be installed at the pond area in late spring.

E. The next scheduled meeting is 8:05 a.m. April 9, 2018, in the City Council Briefing Center.

Finance Committee: March 6, 2018, Chris Wright

A. <u>SBO/equipment repair and replacement account (\$300,000)</u> – *Chris Wright* presented the proposed Special Budget Ordinance for the equipment repair and replacement account in the amount of \$300,000. This SBO will need to be approved by City Council upon Park Board approval.

Motion No. 13: Chris Wright moved to approve the SBO for the equipment repair and replacement account in the amount of \$300,000.

Mike Fagan seconded Motion carried unanimously.

B. The next regularly scheduled meeting is 3 p.m. April 10, 2018, in City Hall Conference Room 2B.

Bylaws Committee: No report was given.

9. <u>Reports</u>:

A. Park Board President: No report was given.

B. Liaison reports:

- 1. Conservation Futures Liaison No report was given.
- 2. Parks Foundation Liaison No report was given.
- 3. Council Liaison No report was given.

C. Director's report: Leroy Eadie

1. Leroy Eadie announced the 2018 Spring Activity Guide just arrived.

10. Executive Session:

A. None

11. Correspondence:

A. Letters/emails:

Friends of the Bluff resolution High Drive Bluff property acquisition Affordable Family Entertainment (SAFER)/amusement rides Laser show at Riverfront Park

- 12. Public Comments: None
- 13. <u>Executive Session:</u> None
- 14. **Adjournment**: The meeting adjourned at 5:22 p.m.

15. Meeting Dates:

A. Next Committee meeting dates:

Urban Forestry Committee: 4:15 p.m. April 3, 2018, Woodland Center, Finch Arboretum Golf Committee: 8:05 a.m. April 10, 2018, Manito Park conference room, Manito Park Land Committee: 3 p.m. April 4, 2018, Park Operations Complex, 2304 E. Mallon Recreation Committee: 4 p.m. April 5, 2018, Park Operations lunch room, 2304 E. Mallon

Riverfront Park Committee: 8:05 a.m. April 9, 2018, City Council Briefing Center Finance Committee: 3 p.m. April 10, 2018, City Hall Conference Room 2B

- B. Next Park Board: 3:30 p.m. April 12, 2018, City Council Chambers
- C. Park Board Study Session: No session scheduled at this time.

Minutes approved by:



Spokane Park Board

2:15 p.m. Thursday, March 22, 2018 Conference Room 5A, 5th Floor City Hall 808 W. Spokane Falls Blvd, Spokane, Washington

Park Board Members:

- X Nick Sumner President Rick Chase – Vice President (call-in)
- X Leroy Eadie Secretary
- X Chris Wright
- X Ted McGregor Greta Gilman (absent/excused) Steve Salvatori (absent/excused)
- X Sally Lodato (call-in)
- X Jennifer Ogden Gerry Sperling (absent/excused)
- X Jamie SiJohn
- X Mike Fagan Council Liaison

Parks Staff:

Garrett Jones Berry Ellison Fianna Dickson Pamela Clarke

Guests:

Mayor David Condon Terri Fortner Carol Neupert (call-in) Yvonne Trudeau

MINUTES

1. <u>Roll Call</u>: Pamela Clarke See above

2. Action item:

A. Riverfront Park project list for use by the Spokane Parks Foundation on the Riverfront Park capital campaign - Leroy Eadie presented the three-tiered list of capital campaign projects as recommended by the Riverfront Park Redevelopment Executive Team. Once this list is approved by the Park Board, it will be provided to the Spokane Parks Foundation in their campaign to raise at least \$3 million for capital projects in the park. The group discussed the various projects and provided input on what projects should be the primary focus of the campaign team in raising funds. These projects of primary focus are referred to as Tier One projects. Tier Two projects are designed for individuals or entities whom are not interested in Tier One projects, but would like to make donations. The third category is termed Recognition Opportunities which are smaller projects ranging from \$100 to \$10,000 per donation. In addition to Park Board and staff input, special guests attended the meeting to provide their suggestions and recommendations regarding the proposed campaign list. Guests included Mayor David Condon, and members of the Parks Foundation, including Carol Neupert, Terri Fortner and Yvonne Trudeau. Modifications to the proposed list included: 1) eliminate the word "Inclusive" from the Playground on West Havermale Island; 2) move Signature basketball court(s) to Tier One; 3) separate Dog Park, two picnic shelters and the Forestry Shelter into separate projects; 4) move the Dog Park to Tier One; 5) move the Forestry Shelter to Tier Two; 6) move two Sentinel picnic shelters to Tier Two; 7) move art installation to Tier Two; 8) change "Painting the Blue Bridge" to "Blue Bridge restoration"; and 9) add a range of \$500,000 to \$800,000 for the Playground on West Havermale Island.

Motion #1 – Nick Sumner moved to approve the Riverfront Park Capital Campaign list as modified and presented at the Park Board meeting.

Ted McGregor seconded. Motion pass unanimously.

Adjournment: The meeting adjourned at 3:56 p.m. 3.

Minutes approved by: _________Leroy Eadie, Director of Parks and Recreation

CITY OF SPOKANE PARK AND RECREATION DEPARTMENT MAR 2018 EXPENDITURE CLAIMS FOR PARK BOARD APPROVAL - APR 12, 2018

PARKS & RECREATION:

SALARIES & WAGES	\$ 946,523.50
MAINTENANCE & OPERATIONS	\$ 219,250.97
CAPITAL OUTLAY	\$ 111,776.57
PARK CUMULATIVE RESERVE FUND	\$ 9,449.24
RFP BOND 2015 IMPROVEMENTS:	
CAPITAL OUTLAY	\$ 2,209,699.99
GOLF:	
SALARIES & WAGES	\$ 93,202.05
MAINTENANCE & OPERATIONS	\$ 37,052.82
CAPITAL OUTLAY	\$ 20.31
TOTAL EXPENDITURES:	\$ 3,626,975.45



Financial Reports March 2018

City of Spokane Parks & Recreation PARK FUND - Revenues & Expenditures

As of March 2018	2018	YTD	YTD	% YTD
(in millions)	Budget	Budget	Actual	Budget
Park Revenue	6.73	0.80	0.70	87.90%
Transfers In	14.71	4.01	3.90	97.09%
Funds Available	21.44	4.81	4.60	95.56%
Expenditures	-18.99	-3.20	-2.94	91.81%
Transfers Out	-0.34	0.00	0.00	0.00%
Capital Outlay	-4.16	-0.19	-0.16	83.42%
2015 Windstorn	-0.16	-0.06	-0.28	463.34%
NET	- 2.21	1.36	1.22	
Beg. Noncommitted Bal*			- 0.30	
End Noncommitted Bal			0.93	

*For clarification purposes, the 5% Reserve is a reduction against the Beginning Balance.

Park Fund Revenue 5 Year Trend & YTD Budget



City of Spokane Parks & Recreation GOLF FUND - Revenues & Expenditures

2018	YTD	YTD	% YTD
Budget	Budget	Actual	Budget
3.81	0.16	0.30	189.44%
0.00	0.00	0.00	0.00%
3.81	0.16	0.30	189.44%
-3.29	-0.36	-0.33	93.83%
-0.05	0.00	0.00	0.00%
-0.35	0.00	0.00	0.00%
0.12	- 0.20	- 0.04	
		0.07	
	Budget 3.81 0.00 3.81 -3.29 -0.05 -0.35	BudgetBudget3.810.160.000.0003.810.000-3.29-0.36-0.050.000-0.350.000	BudgetBudgetActual3.810.160.300.000.000.003.810.160.30-3.29-0.36-0.33-0.050.000.00-0.350.000.000.12- 0.20- 0.04

Golf Fund Revenue 5 Year Trend & YTD Budget



Riverfront Park Bond Fund

Project Component	Budget Adopted March 2018	Expended as of Mar 31, 2018	Committed to Date	Budget Balance
1. South Bank West	10,344,162	10,262,570	81,359	233
2. South Bank Central	11,098,277	8,844,324	2,348,436	(94,483)
3. Howard St. SC Bridge	6,712,264	6,078,393	344,731	289,140
4. Promenades & Cent. Trail	7,067,576	654,706	4,542,387	1,870,483
5. Havermale Island	22,137,236	1,411,586	17,088,418	3,637,232
6. snxw mene>	1,741	1,741	-	-
7. North Bank	5,661,723	127,624	27,921	5,506,178
8. South Bank East	160,364	143,740	3,211	13,413
Program Level	5,329,921	3,757,522	583,121	989,278
Total	68,513,264	31,282,206	25,019,584	12,211,474

Bond Budget Utilization Through March 2018

(March 8, 2018 Approved Budget)



Spokane Park Board April 2018 – February 2019	Term Ends	Riverfront	Golf	Land	Recreation	Finance	Urban Forestry	Bylaws	Riverfront Park Executive Team	Joint Arts	Liaisons
Sumner, Nick – President nsumner@spokanecity.org	2020		~					✓	✓		
Chase, Rick – Vice President rchase@spokanecity.org	2022	~	~				Chair				
Chris Wright cwright@spokanecity.org	2019				~	Chair	Alternate		~	~	
McGregor, Ted tmcgregor@spokanecity.org	2020	Chair			✓				~	~	PF
Gilman, Greta ggilman@spokanecity.org	2023			Chair	~	~			~		
Salvatori, Steve ssalvatori@spokanecity.org	2022	~	Chair			~					CF
Sally Lodato slodato@spokanecity.org	2022			~	Chair			✓			
Ogden, Jennifer jmogden@spokanecity.org	2021	✓		~			~	Chair		✓	
Gerry Sperling gsperling@spokanecity.org	2019	✓	✓								
Jamie SiJohn jsijohn@spokanecity.org	2023	~		~							
Fagan, Mike mfagan@spokanecity.org	N/A			~							Council

PF = Spokane Parks Foundation

CF = Conservation Futures

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPOKANE AND PALISADES

THIS MEMORANDUM OF UNDERSTANDING is made by and between the City of Spokane Parks and Recreation Division, a Washington State municipal corporation, located at City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington 99201 (the City), and Palisades, at P.O. Box 19382, Spokane, Washington 99219, a Washington State nonprofit corporation.

WHEREAS, the City of Spokane Parks and Recreation Division owns or operates and maintains real estate, buildings and entertainment facilities, and operates a wide variety of programs and services, and

WHEREAS, Palisades Park and the Indian Canyon Natural Area (PP & ICNA) – a conservation area frequented by non –motorized trail enthusiasts and wildlife – is among the City's valuable resources, and,

WHEREAS, Palisades is a community group of volunteers that has provided stewardship for the PP & ICNA since 1984, and

WHEREAS, Palisades wishes to continue to support the City's stewardship of PP & ICNA and help the City accomplish more than public funding allows, and

WHEREAS, Palisades wishes to see the expansion of Palisades Park northward to the Burlington Northern Railroad's right-of-way, making ultimate connection with Riverside State Park, and

WHEREAS, Palisades wishes to see the consolidation and security of Palisades Park enhanced by the City's acquisition of various private ownership inholdings inside and adjacent to Palisades Park, and

WHEREAS, the City wishes to assist and enhance the operation of, and appropriately recognize Palisades, and

WHEREAS, the City wishes to support the fundraising activities of Palisades and promote a positive relationship with its staff and volunteer members, and

WHEREAS, Palisades wishes to assure the City that Palisades' support of the City's stewardship of PP & ICNA will be consistent with the City's vision and mission,

NOW, THEREFORE, the parties agree as follows:

Section 1. <u>Palisades Representations</u>. Palisades represents and acknowledges the following with regard to its operation, creation and purposes:

- A. The mission of the Palisades includes, apart from its general neighborhood advocacy, the ongoing stewardship of PP & ICNA through volunteer efforts, community partnerships and education.
- B. Palisades will promote keeping the area in a natural, sustainable state for multiple, nonmotorized users who respect the resource, each other and wildlife.
- C. Palisades will strive to support the City's mission and goals with respect to the management of PP & ICNA.
- D. Palisades will operate as a private legal entity separate from the City.
- E. Palisades will use sound fiscal and auditing procedures.
- F. Palisades will not interfere with day-to-day Parks and Recreation Division operations.

Section 2. <u>City Representations</u>. City represents and acknowledges the following with regard to its Relationship with Palisades:

- A. City will support Palisades' stewardship and fundraising activities by responding to Palisades' requests for information in a timely fashion.
- B. City will provide Palisades with advance notice of any City management actions occurring in PP & ICNA.
- C. City will notify Palisades as soon as possible if it develops or becomes aware of any concerns regarding Palisades stewardship activities.
- D. City will work collaboratively with Palisades to resolve issues relating to the management of PP & ICNA.

Section 3. <u>Palisades Documents – Required Provisions</u>. Palisades shall include language substantially similar to the following clauses in its enabling documents.

A. <u>Articles of Incorporation</u> In the event of its dissolution, Palisades' assets and records will be distributed to the City of Spokane for Parks and Recreation services, provided the City remains a qualified tax exempt organization under relevant federal and state income tax laws. Such assets shall only be used to support the stewardship of PP & ICNA.

Section 4. <u>Insurance</u> Palisades will maintain, at its own expense, general Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Palisades' services to be provided under this agreement.

Section 5. <u>Accountability and Stewardship.</u> As the City and Palisades want to maintain the highest levels of accountability and stewardship, the City and Palisades agree to share information as reasonably requested. Palisades will also develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for,

expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

Section 6. <u>Park Board Control of Property.</u> Palisades acknowledges that the Park Board has all control and authority over park property and its use, development and care. Palisades will not represent itself as having any jurisdiction or authority over any Park property, including the PP & ICNA.

Section 7. <u>Urban Forestry</u>. Palisades acknowledges that any tree pruning, planting or removal of City Park Division-owned trees will only be done with the approval and guidance of the City's Urban Forester.

Section 8. <u>Park Board Approval of Plans.</u> Palisades must obtain approval through the Parks and Recreation Director for any substantial maintenance, development or construction on Parks property not in conformance with a Park Board-approved plan under Section 9. Palisades' volunteer resources will be used for litter and weed control, and for minor trail maintenance and trail erosion repair. However, any re-routing, decommissioning or adding new trails not included in a Park Board-approved plan under Section 9 must be first approved by the Park Board. The Parks and Recreation Director is authorized to grant approval under this Section unless the Director decides to refer the decision to the Park Board.

Section 9. Palisades <u>Plans for Property</u>. If Palisades develops plans or guidelines for the use, development or maintenance of the PP & ICNA property, such plans shall be approved by the Park Board before they are published to the public.

Section 10. <u>Termination</u>. In addition to the method of termination provided for in Section 16, this Memorandum may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination.

Section 11. <u>Entire Agreement and Amendment</u>. This Memorandum represents the parties' entire agreement with respect to the matters specified herein. Terms of the Memorandum will be reviewed and modified or renewed every three years.

Section 12. <u>Additional Terms and Conditions</u>. Additional Terms and Conditions, as may from time to time be agreed, may be found in an Appendix to this Memorandum.

Section 13. <u>Governing Law</u>. It is understood that this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington.

Section 14. <u>Severability</u>. Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 15. <u>Remedies</u>. The sole remedy for noncompliance with or nonperformance of the terms of this Memorandum shall be termination of the agreement.

Section 16. <u>Dispute Resolution</u>. Should any dispute arise out of or related to this Memorandum of Understanding or its performance by the parties hereto, the parties shall meet and attempt to reach a resolution. Should the parties not reach a resolution, this agreement will terminate.

Section 17. <u>Term</u>. This Memorandum shall become effective upon execution by both parties and shall terminate on ______, unless terminated as provided in Section 10 or 16, or renewed by mutual consent of both parties.

Dated this 12th day of April 2018

Palisades President

Park Board President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

ORDINANCE NO. C-_____

An ordinance relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 12.06 SMC is amended to read as follows:

Chapter 12.06 Park Code

Section 12.06.010 Jurisdiction of the Park Board

The Park Board has jurisdiction over all property, including undeveloped property, designated as public parks and the buffer lands adjacent to them, including: parks, public squares, park drives, parkways, boulevards, trails, playgrounds, natural areas, recreation grounds and conservation lands. The Park Board sets fees as provided in SMC 8.02.063 and adopts rules and regulations as set forth in this chapter.

Section 12.06.020 Authority of Parks Department

The parks department has authority for management, maintenance and limited law enforcement on or within all property under the jurisdiction of the Park Board, including the authority of park rangers to issue citations and infractions for violations of park rules.

Section 12.06.030 Definitions

The terms herein used, unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:

A. "Director" means the director of parks and recreation of the City.

B. "Park" means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, pools, bathing beaches, and playgrounds, recreation grounds, trails, unimproved locations, natural areas and any conservation land or undeveloped property under the control of the park board.

C. "Park Board" means the park board of the City as established by the City Charter.

D. "Park property" means all grounds, facilities, equipment, pillars, monuments, gazebos, displays, retaining walls, fixtures, vegetation, trees, turfed areas, playground equipment, athletic courts, parking lots, bathrooms, picnic areas, shelters and sports facilities.

E. "Park rangers" are uniformed Parks Department employees who patrol city parks, enforce laws within city parks, administer first aid, act as good will ambassadors and otherwise work to ensure a safe environment for park guests.

Section 12.06.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced by Park Rangers or by Spokane Police Officers. Failure to comply with any of the park rules shall be deemed a violation of this chapter.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

- A. Park Grounds and Maintenance
 - 1. <u>No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.</u>
- B. Vehicles and Watercraft
 - 1. <u>No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths.</u>
 - 2. No person may park outside designated parking areas.
 - 3. <u>No person may operate or drive any vehicle, including bicycles, skateboards and</u> roller skates, in a manner which is likely to endanger persons and/or property.
 - 4. <u>No person may operate any type of watercraft in or upon water within or bordering</u> <u>any park.</u>
- C. Speed
 - 1. <u>No person may ride or drive a vehicle at a speed in excess of five miles per hour</u> <u>in Riverfront Park.</u>
 - 2. <u>At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.</u>
- D. Games and Athletics
 - <u>No person may engage in, conduct, or hold any trials or competitions for speed,</u> <u>endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any</u> <u>park, except by permission of the director of the parks department or his or her</u> <u>designee.</u>

- 2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
- 3. <u>No person may operate remote controlled vehicles, unmanned air systems or other</u> <u>hobby craft in a manner that is dangerous to persons or property.</u>
- 4. <u>Swimming pools, wading pools, golf courses, softball diamonds and basketball</u> <u>courts may be used only during hours designated by the director of the parks</u> <u>department or his or her designee.</u>
- E. Animals
 - 1. <u>No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof. A violation of this section is a class 4 civil infraction.</u>
 - 2. <u>All persons bringing pets to a park must provide for the disposal of animal waste</u> <u>from their pets. Failure to do so is a class 4 infraction.</u>
 - 3. <u>No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or</u> <u>any object at, or strike with any stick or weapon, any animal, bird, fowl or other</u> <u>wildlife in any park.</u>
 - 4. <u>Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.</u>
 - 5. No person may feed any wildlife in any park.
- F. Drugs and Alcohol
 - 6. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
 - As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
- G. <u>Weapons and Projectiles</u>

- 1. <u>Any person who possesses a dangerous weapon as defined in RCW 9.41.250 is</u> <u>guilty of a gross misdemeanor, except when lawfully carrying firearms consistent</u> <u>with state law.</u>
- 2. <u>No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.</u>
- H. Other Uses of Park Property and Facilities
 - 1. <u>No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.</u>
 - 2. <u>No person may build a fire in a park during official burn bans or where fire</u> restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
 - 3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
 - 4. <u>No person may be in a City park during the hours of closure without the express</u> permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
 - 5. <u>No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.</u>
- I. <u>No person may violate such rules and regulations as may from time to time be</u> promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

Section 12.06.100 ((12.06.050)) Penalty for Violation of Park Rules and Regulations

Except as otherwise specifically provided, <u>a violation of Park Rules and Regulations shall</u> constitute a class 1 civil infraction.

Section 12.06.110 ((12.06.070)) Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

Section 2. SMC section 10.10.040 is hereby repealed.

Chapter 12.06 Parks

Section 12.06.010 Park Code - Police Power - Construal

This chapter may also be referred to as the "park code." It is an exercise of the police power and shall be liberally construed.

Section 12.06.020 Authority - Park Board

The park board has authority over public squares and parks, park drives, parkways, boulevards, play and recreation grounds and facilities. It sets fees as provided in SMC 8.02.063; it adopts rules as specified in SMC 10.10.040(A). Failure to comply with any such rule or regulation shall be deemed to be a violation of this chapter.

Section 12.06.030 Definitions

The terms herein used, unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:

A. "Director" means the director of parks and recreation of the City.

- B. "Park" means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, zoos, pools, bathing beaches, and play and recreation grounds under the jurisdiction of said park board.
- C. "Park board" means the park board of the City as established by the Charter of said City.

Wherever consistent with the context of this chapter words in the present, past, or future tenses shall be construed to be interchangeable with each other and words in the singular number shall be construed to be interchangeable with words in the plural.

Section 12.06.040 Violations – Cross-Reference

In addition to offenses specified herein, park violations are specified in SMC 10.10.040.

Section 12.06.050 Teasing, Annoying, or Injuring Animals Prohibited

It is unlawful in any manner to tease, annoy, disturb, molest, catch, injure, or kill, or to throw any stone or missile of any kind at, or strike with any stick or weapon, any animal, bird, fowl, or fish; or to feed any fowl, except at areas designated by the park board, in any park.

Section 12.06.060 Practicing and Playing Games

It is unlawful to practice or play golf, baseball, archery, hockey, tennis, or other games of like character except at places set apart for such purposes by the park board. It is unlawful to throw or propel any missile or other object where such activity may be hazardous to others.

Section 12.06.070 Depositing Refuse

It is unlawful to throw any refuse, litter, broken glass, crockery, nails, shrubbery, trimmings, junk, or advertising matter in any park or to deposit any such material therein, except in designated receptacles.

Section 12.06.080 Races Prohibited in Park

It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the park board.

Section 12.06.090 Aiding and Abetting Violations

Anyone concerned in the violation of this chapter, whether directly committing the act or omitting to do the thing constituting the offense, or who aids or abets the same, whether present or absent, and anyone who directly or indirectly counsels, encourages, hires, commands, induces, or otherwise procures another to commit such offense, is and shall be a principal under the terms of this chapter and shall be proceeded against and prosecuted as such.

Section 12.06.100 Penalty for Violations

Except as otherwise specifically provided, violation of or failure to comply with the provisions of this chapter subjects the offender to a fine in any sum not exceeding five thousand dollars, or to imprisonment for a term not exceeding one year, or to both such fine and imprisonment.

Section 12.06.110 Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

PASSED by the City Council on _____

Council President

_•

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE PARK BOARD

RESOLUTION

A resolution declaring an endorsement by the City of Spokane Park Board for the adoption of a revised Spokane Municipal Code (SMC) 12.06, thereby repealing the existing ordinance, SMC 10.10.040.

WHEREAS, SMC 10.10.040 was passed June 4, 2007 and SMC 12.06 was passed June 25, 2007 were found to be incomplete and contradictory to each other; and,

WHEREAS, SMC 10.10.040 does not adequately address current challenges and efforts by both Spokane Police Department (SPD) and Parks Recreation Division Park Rangers; and,

WHEREAS, the Park Board is desirous of improving safety and availability park facilities for everyone in the community; and,

WHEREAS, a range of undesirous activities has impacted the safe use of park facilities including preventing use of facilities for its intended purpose, hindering the enjoyment of others, using unmanned aerial systems, and alcohol usage; and,

WHEREAS, current SMC language limits the effectives of enforcement measures to cope with current issues; and,

WHEREAS, SMC 10.10.040 contains potentially unconstitutional language in regards to free speech, and lawful possession of firearms; and,

WHEREAS, language to SMC 12.06 will be revised to add clarification, new (violations) and incorporate codes stated in SMC 10.10.040,

WHEREAS, the revised language to SMC 12.06 addresses and states the authority of the Park Board and Park Rangers; and,

WHEREAS, SMC 10.10.040 will be repealed following the revision to SMC 12.06; and,

-- Now Therefore, BE IT RESOLVED that the Park Board endorses the revisions to SMC 12.06, as well as the intent to repeal SMC 10.10.040 provided that revisions to 12.06 are adopted by City Council.

ADOPTED BY THE SPOKANE PARK BOARD: APRIL 12, 2018.

Park Board President

ORDINANCE NO. C-_____

An ordinance relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 12.06 SMC is amended to read as follows:

Chapter 12.06 Park Code

Section 12.06.010 Jurisdiction of the Park Board

The Park Board has jurisdiction over all property, including undeveloped property, designated as public parks and the buffer lands adjacent to them, including: parks, public squares, park drives, parkways, boulevards, trails, playgrounds, natural areas, recreation grounds and conservation lands. The Park Board sets fees as provided in SMC 8.02.063 and adopts rules and regulations as set forth in this chapter.

Section 12.06.020 Authority of Parks Department

The parks department has authority for management, maintenance and limited law enforcement on or within all property under the jurisdiction of the Park Board, including the authority of park rangers to issue citations and infractions for violations of park rules.

Section 12.06.030 Definitions

The terms herein used, unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:

A. "Director" means the director of parks and recreation of the City.

B. "Park" means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, pools, bathing beaches, and playgrounds, recreation grounds, trails, unimproved locations, natural areas and any conservation land or undeveloped property under the control of the park board.

C. "Park Board" means the park board of the City as established by the City Charter.

D. "Park property" means all grounds, facilities, equipment, pillars, monuments, gazebos, displays, retaining walls, fixtures, vegetation, trees, turfed areas, playground equipment, athletic courts, parking lots, bathrooms, picnic areas, shelters and sports facilities.

E. "Park rangers" are uniformed Parks Department employees who patrol city parks, enforce laws within city parks, administer first aid, act as good will ambassadors and otherwise work to ensure a safe environment for park guests.

Section 12.06.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced by Park Rangers or by Spokane Police Officers. Failure to comply with any of the park rules shall be deemed a violation of this chapter.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

- A. Park Grounds and Maintenance
 - 1. <u>No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.</u>
- B. <u>Vehicles and Watercraft</u>
 - 1. <u>No person may drive or ride any vehicle or animal on the grass or in any areas of</u> <u>the park other than designated drives, ways, boulevards or paths. Nothing in this</u> <u>section shall be construed as prohibiting a person from riding a mountain bike on</u> <u>established paths and trails in natural/conservation/undeveloped areas.</u>
 - 2. No person may park outside designated parking areas.
 - 3. <u>No person may operate or drive any vehicle, including bicycles, skateboards and</u> roller skates, in a manner which is likely to endanger persons and/or property.
 - 4. <u>No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street bridge and the west line of the Monroe Street bridge.</u>
- C. <u>Speed</u>
 - 1. <u>No person may ride or drive a vehicle at a speed in excess of five miles per hour</u> in Riverfront Park.
 - 2. <u>At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.</u>
- D. Games and Athletics

- 1. <u>No person may engage in, conduct, or hold any trials or competitions for speed,</u> <u>endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any</u> <u>park, except by permission of the director of the parks department or his or her</u> <u>designee.</u>
- 2. <u>No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.</u>
- 3. <u>No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.</u>
- 4. <u>Swimming pools, wading pools, golf courses, softball diamonds and basketball</u> <u>courts may be used only during hours designated by the director of the parks</u> <u>department or his or her designee.</u>
- E. Animals
 - 1. <u>No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof. A violation of this section is a class 4 civil infraction.</u>
 - 2. <u>All persons bringing pets to a park must provide for the disposal of animal waste</u> <u>from their pets. Failure to do so is a class 4 infraction.</u>
 - 3. <u>No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or</u> <u>any object at, or strike with any stick or weapon, any animal, bird, fowl or other</u> <u>wildlife in any park.</u>
 - 4. <u>Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.</u>
 - 5. <u>No person may feed any wildlife in any park. A violation of this section is a class</u> <u>4 civil infraction.</u>
- F. Drugs and Alcohol
 - 1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
 - 2. <u>As provided in RCW 69.50.445, it is unlawful to open a package containing</u> <u>marijuana, useable marijuana, marijuana-infused products, or marijuana</u> <u>concentrates, or consume marijuana, useable marijuana, marijuana-infused</u>

products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.

- G. <u>Weapons and Projectiles</u>
 - 1. <u>Any person who possesses a dangerous weapon as defined in RCW 9.41.250 is</u> <u>guilty of a gross misdemeanor, except when lawfully carrying firearms consistent</u> <u>with state law.</u>
 - 2. <u>No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.</u>
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 - 1. <u>No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.</u>
 - 2. <u>No person may build a fire in a park during official burn bans or where fire</u> restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
 - 3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
 - 4. <u>No person may be in a City park during the hours of closure without the express</u> permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
 - 5. <u>No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.</u>
- I. <u>No person may violate such rules and regulations as may from time to time be</u> promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

Section 12.06.100 ((12.06.050)) Penalty for Violation of Park Rules and Regulations

Except as otherwise specifically provided, <u>a violation of Park Rules and Regulations</u> shall constitute a class 1 civil infraction.
Section 12.06.110 ((12.06.070)) Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

Section 2. SMC section 10.10.040 is hereby repealed.

Chapter 12.06 Parks

Section 12.06.010 Park Code - Police Power - Construal

This chapter may also be referred to as the "park code." It is an exercise of the police power and shall be liberally construed.

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The park board has authority over public squares and parks, park drives, parkways, boulevards, play and recreation grounds and facilities. It sets fees as provided in SMC 8.02.063; it adopts rules as specified in SMC 10.10.040(A). Failure to comply with any such rule or regulation shall be deemed to be a violation of this chapter.

Section 12.06.030 Definitions

The terms herein used, unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:

A. "Director" means the director of parks and recreation of the City.

- B. "Park" means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, zoos, pools, bathing beaches, and play and recreation grounds under the jurisdiction of said park board.
- C. "Park board" means the park board of the City as established by the Charter of said City.

Wherever consistent with the context of this chapter words in the present, past, or future tenses shall be construed to be interchangeable with each other and words in the singular number shall be construed to be interchangeable with words in the plural.

Section 12.06.040 Violations – Cross-Reference

In addition to offenses specified herein, park violations are specified in SMC 10.10.040.

Section 12.06.050 Teasing, Annoying, or Injuring Animals Prohibited

It is unlawful in any manner to tease, annoy, disturb, molest, catch, injure, or kill, or to throw any stone or missile of any kind at, or strike with any stick or weapon, any animal, bird, fowl, or fish; or to feed any fowl, except at areas designated by the park board, in any park.

Section 12.06.060 Practicing and Playing Games

It is unlawful to practice or play golf, baseball, archery, hockey, tennis, or other games of like character except at places set apart for such purposes by the park board. It is unlawful to throw or propel any missile or other object where such activity may be hazardous to others.

Section 12.06.070 Depositing Refuse

It is unlawful to throw any refuse, litter, broken glass, crockery, nails, shrubbery, trimmings, junk, or advertising matter in any park or to deposit any such material therein, except in designated receptacles.

Section 12.06.080 Races Prohibited in Park

It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the park board.

Section 12.06.090 Aiding and Abetting Violations

Anyone concerned in the violation of this chapter, whether directly committing the act or omitting to do the thing constituting the offense, or who aids or abets the same, whether present or absent, and anyone who directly or indirectly counsels, encourages, hires, commands, induces, or otherwise procures another to commit such offense, is and shall be a principal under the terms of this chapter and shall be proceeded against and prosecuted as such.

Section 12.06.100 Penalty for Violations

Except as otherwise specifically provided, violation of or failure to comply with the provisions of this chapter subjects the offender to a fine in any sum not exceeding five thousand dollars, or to imprisonment for a term not exceeding one year, or to both such fine and imprisonment.

Section 12.06.110 Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

PASSED by the City Council on	
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	Date
	Effective Date

SPOKANE RIVERFRONT PARK ARTS MASTER PLAN I SPRING 2018



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01. INTRODUCTION

The Riverfront Park Art Master Plan outlines a plan for the existing and future artwork in and around Riverfront Park.

Its foundation and direction is derived from local history, context, and community. The plan accounts for the existing uses of the park and also builds off and strengthens the current plans for its redevelopment.

The plan accounts for the existing artwork and proposes locations for future artwork. The proposed locations provide a wide variety of environments around the park that should inspire an equally wide variety of artistic responses. The proposed locations will also help encourage visitors to travel deeper into and explore more areas of the park.

The Art Master Plan also proposes a new art signage strategy that will help identify, unify, and brand the existing and future artwork in and around the park.



AERIAL VIEW FROM GOOGLE EARTH

02. HISTORY

When looking at Riverfront Park in its current state, it is important to remember the history of the site. Before settlers came, the Falls were a place of great significance for the Spokane Tribe, one that was intensely spiritual while also providing sustenance. Eventually, frontiersmen landed near the Falls and the city developed. Land was filled in, changing the shape of the river, and by mid-century Havermale Island was covered with railroad tracks, warehouses, and became a prominent industrial area for the city. The area was dramatically changed when the industrial uses were replaced by parks, walkways, and open area. Only the Clocktower on Havermale Island, which was originally part of the Great Northern Railroad depot, remains of the industrial era. The transformation of the area enabled it to serve as the primary location for Expo '74.

Any analysis of the Riverfront Park must acknowledge the profound impact that the Expo '74 had on the site. Expo '74 was the first environmentally themed world's fair, a reflection of the local values and cultures that still exist today. Within a three-year period, the area was dramatically altered from an industrial zone to the heavily contoured and trafficked grounds for the fair. There are a number of structures of the Expo that still exist today. Often these structures have been dutifully repurposed to remain useful to the changing needs of the current users. The footbridges and North Washington Street tunnel still stand and are used as circulation for both pedestrian and vehicle traffic, respectively. The Pavilion, which is visible from almost everywhere in the park, serves as an anchor for the area.











MAPS FROM SPOKANE SKETCHBOOK

03. EXISTING CONTEXT







Located in the heart of downtown, Spokane Riverfront Park provides a destination for visitors wanting to experience a range of activities and landscapes. The park is heavily programmed with gathering spaces and areas of interest for all ages. In addition, there are a number of large tranquil green spaces providing quiet areas where visitors can relax and enjoy their surroundings.

The various areas of the park are easily accessible via a number of bridges allowing visitors easy entry to Riverfront Park. The number of access and exit points also allow for the park to serve as a hub visitors can use to pass through and to access any of the surrounding areas. The community and city recognize an opportunity to draw more people into the center of the park from its highly active perimeter.

The park is tied to its close connection to the Spokane River, and provides a range of experiences of the water. On the southern side, where the water is controlled to generate electricity, the water is calm and offers interesting reflections of either the downtown urban edge or of Havermale Island. In contrast, the Upper Falls has a combination of rock formations and cascading falls, providing a picturesque views of the water. In addition, visitors can use the footbridges to walk out over and across the falls to experience the majesty and power of the water which is especially impactful during the spring, run-off season.

The legacy of environmentalism is prevalent in a number of ways. Visitors can use the pedestrian bridges to walk over the falls to gain a better appreciation of both the picturesque natural beauty, as well as the awesome power of the water. There is sustainable energy production to be witnessed at the hydroelectric plant which produces energy for the city. There are a range of serene environments around the park where visitors can take a minute to reflect on their surroundings.

EVENTS

The park has both intimate places as well as large open spaces to host large gatherings and events. From Bloomsday to Hoopfest to Pig Out in the Park, the park is capable of a wide variety of uses in a number of different areas around the park. There are several bowl-shaped fields that serve as a natural amphitheater for performances or audience-based gatherings, and the flatter areas can be used for active gatherings. This range of spaces allows the park to be used in a variety of ways without being limited to a single function.

In addition to the Pavilion, which is a large gathering space, there are also a number of smaller permanent gathering spaces where groups can come together and spend time in the park. There are a number of covered shelters where visitors can soak in their surroundings.





GARCO CONSTRUCTION, NAC ARCHITECTURE, BERGER PARTNERSHIP, THEVERYMANY

EXISTING STRUCTURES

The Pavilion is the most prominent remaining structure from Expo '74 and is currently home to public spaces and programs where the community gathers. The Pavilion is an impressive structure that serves as an anchor or reference point for visitors to the park. Its presence can be felt from almost every vantage point. A major renovation of the Pavilion building is currently planned to restore and enhance the structure, and will soon be implemented as part of the park redevelopment. This renovation will dramatically increase the quality of the space and enable a more flexible gathering area that is more connected to its surroundings. This will significantly increase the traffic to and from the Pavilion.

The Art Plan acknowledges that the Pavilion is itself a structural work of art that will certainly be enhanced with its renovation. The intent of the Art Plan is to let the Pavilion stand on its own and give it space to breathe independent of future art locations.

BUTTERFLIES

Other prominent structures of Expo '74 are the Expo Butterflies. Currently there is one existing Butterfly at the northern entrance to the Park. If more Butterflies can be restored we recommend two different strategies for their deployment. The first would be to use restored or reconstructed butterflies to mark the prominent entries to the park, similar to how butterflies were used during the Expo. This would utilize the butterflies as a designation of the park's limits and create an identity strategy for the park. The alternative strategy is to congregate the butterflies into one area of the park where their impact and scale would be heightened by the clustering.



DESIGNATE PARK ENTRIES



CONGREGATION



EXISTING ART

The park already has a large amount of artwork, and the artwork is also widely varied in its forms, themes, and contexts. From whimsical to spiritual, modern to historical, interactive to only viewable from a distance, this variety is part of what the community appreciates.

One common thread is how many of the pieces celebrate the local history and context of the area. Whether it is the Corten steel sculptural runners celebrating Bloomsday, a contemplative spiral of poetry about the Spokane Falls and the Spokane Tribe's heritage, or a whimsical trash eating goat that has become a mainstay in the minds of visitors. The existing art has taken on its own meaning and history. A majority of existing artwork is along the southern bank where the park is dense with programming, while the rest of the artwork is more sporadically distributed through the park.

In addition, the Centennial Trail which runs up and down the river from the park, has a number of pieces of artwork that could be conceptually connected to help unify the branding across the larger area rather than just within the park itself.





04. PARK MASTER PLAN

The park is undergoing a massive redevelopment to establish it as a natural and cultural landscape for the community for decades to come. This redevelopment consists of a range of improvements and new features, including a Skate Ribbon and SkyRide on the southern edge of the park. Also, a Regional Playground on the north bank will improve existing facilities such as the Looff Carrousel facility, and the aging infrastructure on the Howard Street South Channel Bridge. The comprehensive landscape design overhaul will greatly improve the public space and grounds.

The Park Masterplan prepared by the Berger Partnership is centered around the idea of

"bringing people to the center" and is intended to draw people to the Falls, and to the Pavilion. The plan introduces a central plaza capable of hosting large and small events. Part of the plan calls for a major renovation of the circulation pathways, and this is most evident in the new primary pathway along the north-south axis which travels through Riverfront Park. In addition to the central artery, secondary paths extend outward to different areas of the park.

The prior Light and Sound Study by Digital Kitchen proposed a series of interventions ranging in scale and amplitude from smaller interactive pieces to larger interventions that would be visible from other parts of the park, and all the proposals make use of the central design direction of being "Powered by the River." The Art Plan is flexible and accommodates a number of the proposed concepts. If the selected concept is more of a destination in and of itself, the installation can occupy one of the proposed locations for future art within the Art Plan. If the selected concept is more of a circulation pathway, the Art Plan can locate that concept along one of the proposed pathways, while also informing future artwork locations.





05. ART PLAN

The Art Plan for Riverfront Park capitalizes on the diversity of artworks, the expansiveness of the landscape, the dramatic relationships between the city and the Falls, and the activities of the visitors.

The Art Plan builds off the existing art locations and park redevelopment to designate new locations for future art works.

The future art locations are sited on Havermale Island, snx^W mene, and the northern bank along the main north-south thoroughfare in order to take advantage of the foot traffic that the new central artery pathway will bring. The strategy does not compete with the areas of existing dense programming and existing artwork.

The future art locations build off the Master Plan by extending its secondary linear pathways into vectors which identify the proposed pathways for future artworks. The proposed locations were selected based on the views to and from the locations, to achieve a balance of density of art, and provide a variety of local and environmental contexts.

The designated locations are not calling for any specific types of artwork, rather they are providing a wide variety of types of locations in order to provide enough variation for various types and sizes of future art.

The selection locations are intended to complement planned or existing uses for the sites, and strengthen or provide new opportunities and relationships at the proposed locations.



The future art locations were selected in order to achieve the following criteria:

01. To encourage exploration and increase use of the park than is currently being activated and utilized.

02. To provide a wide range and variety of locations, environments, and contexts for future art.

03. To be sensitive to and supportive of the existing or planned uses of the existing and future areas.

To comply with existing regulations and codes regarding restrictions and usages.

To take advantage of the local context and **05.** surroundings.

06. To build off of the existing context and future development to strengthen the overall park design.



- **A** The Joy of Running Together
- **B** Rotary Fountain
- C Canadian Flag Bench
- D Goat
- E American Flag Bench
- F The Childhood Express
- G Alphabet Blocks
- H Aluminum Fountain
- I Lantern
- J Moon Crater
- K Michael P. Anderson Memorial
- L Australian Sundial
- M Lilac Bowl Railing
- **N** Vietnam Veterans Memorial
- **O** Centennial Sculpture
- P Pavilion '74 Expo
- **Q** Theme Stream Sculpture
- **R** Mountain Sheep
- **S** Totem
- T Totem
- U Butterfly '74 Expo

- **1** South Havermale Island West
- 2 South Havermale Island East
- **3** Havermale Promenade
- 4 Upper Conservation Area
- 5 Lower Conservation Area
- 6 South snx^W mene
- 7 North snx^W mene
- 8 North Shore
- 9 Upper North Shore
- 10 Upper Lilac Bowl
- 11 East Havermale

EXISTING ARTWORK

POTENTIAL ARTWORK LOCATIONS



06. FUTURE SITES 01 – 06

01. SOUTH HAVERMALE ISLAND WEST

Just west of the new North Howard Street Bridge this site provides high visibility from the south shore and should help draw visitors in to Havermale from the south shore. This location is also very near the calm water and power-generating damn.

02. SOUTH HAVERMALE ISLAND EAST

At the edge of the clocktower bowl just off the promenade this location will have excellent views up where one can see the Pavilion above the trees as well as toward the south shore where the newly renovated carousel building will sit. This area also serves as an informal gathering area for visitors with the nearby concrete steps down to the water.

03. HAVERMALE PROMENADE

This location rests between the Pavilion and the promenade near major circulation routes through the area resulting in what should be a heavily trafficked area by pedestrians.

04. UPPER CONSERVATION AREA

This location within the conservation area has a different quality of landscape compared to the other locations off the promenade. The circulation pathway loops around the location providing omnidirectional viewing. The site itself also has beautiful views looking down over the conservation area and across the river to snx^W mene.

05. LOWER CONSERVATION AREA

Located near the stone markers along the path to the suspension footbridges over the Falls, this location provides a connection to the river while being surrounded by the conservation area's more natural feeling landscape.

06. SOUTH SNXW MENE

Serving as the backdrop for visitors looking north from Havermale Island toward the Falls and snx^W mene. Seeing the artwork on snx^W mene from Havermale will also encourage visitors to go deeper into the park. Up close this location has dramatic views back toward Havermale and its conservation area.



06. FUTURE SITES 07 – 09

07. NORTH SNX^W MENE

More so than any other proposed location, this site has dramatic views of the most active part of the northern river. This site also will be highly visible from the north shore, helping to encourage visitors deeper into the park from the northern more commercial side.

08. NORTH SHORE

This location is more isolated from the park providing a more solitary environment. The site also serves as an informal entry point to the park for the circulation path and parking area just off Washington Street.

09. UPPER NORTH SHORE

The highest location of the park on the bluff overlook, this location provides an elevated view of the overall park and serves as a threshold between the city to the north and the park to the south.



06. FUTURE SITES 10 – 11

10. UPPER LILAC BOWL

Nestled up on a hill below the line of trees, this location sits within the large field of grass and has great views down toward the bowl and to the serene southern water, and the northern side of the Performing Arts Center and Convention Center. This area will transform from very serene and calm to energized and highly occupied.

11. EASTERN HAVERMALE

Located between the two footbridges on the eastern side of Havermale Island, this location provides a flat field that is both serene and relatively isolated from the rest of the park and artwork. This location also provides views to the east up the Spokane River.



07. ART SIGNAGE IDENTITY

Within and around the park where there are existing art markers, the signage is widely varied. The signage varies in form, location, materials, information, etc. This can lead to a sense of confusion for visitors regarding what is and what is not considered artwork, and how important or not important each piece is.

The Art Plan proposes a consistent form of art markers. These art identifiers provide a number of functionalities. At their most basic level, they provide information about the art piece so that visitors can be more informed about the artwork they are experiencing. The art markers help create a unified identification system for the diverse artworks. It is also our intent that the art markers enable the visitors to learn more about both the artwork, and the surrounding area and landscape.



Inspired by surveying instruments that were used to help measure and understand topographic variation, the art markers introduce a series of vertical elements that provide an elevation level above sea level to allow the visitor to understand the topography of landscape, falls, and artworks.



The art makers consist of a cruciform post that supports a simple bent plate. The posts and plates provide structural strength while remaining relatively neutral in their design aesthetic. The signs will be of uniform size and style, and the plates will display relevant information about the art; such as the title, artist, year, brief art piece summary, and potentially a QR code or other device that users can scan to easily access more information about the artwork.

The posts supporting the signs will have a series of 1' lines demarcating the current height above sea level to give users more information about their surroundings. This elevation information will help give users a sense of the surrounding context and better understand the landscape of the park without distracting from the artwork. The intent is that these signs could also be used at other areas outside the park to help unify the public art collection.









HÖWELER+YOON ARCHITECTURE, LLP 150 LINCOLN ST. 3A BOSTON, MA 02111 T 617.517.4101 / F 617.517.4102 info@hyarchitecture.com / www.howeleryoon.com

US PAVILION DD Pricing

DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT	TOTAL	DD	GMP	Delta	Clarifications from DD
			PRICE		Estimate	Amount		Drawings
SPECIFIED GENERAL CONDITIONS								
SECTION SUBTOTAL					\$ 505,639	\$ 505,639	\$0	
NEGOTIATED SUPPORT SERVICES								
SECTION SUBTOTAL					\$ 352,324	\$ 352,324	\$0	
DEMOLITION								
SECTION SUBTOTAL					\$ 1,280,000	\$ 1,445,557	\$ (165,557)	
GENERAL SITEWORK/UTILITIES								
SECTION SUBTOTAL					\$ 1,223,905	\$ 961 <i>,</i> 879	\$ 262,026	
PAVILION FLOOR						 		
SECTION SUBTOTAL					\$ 1,895,483	\$ 1,742,663	\$ 152,820	
CENTRAL PLAZA/GREEN						 		
SECTION SUBTOTAL					\$ 826,315	\$ 713,458	\$ 112,857	
ADMINISTRATION BUILDING								
SECTION SUBTOTAL					\$ 4,150,741	\$ 4,025,741	\$ 125,000	
ELEVATION EXPERIENCE								
SECTION SUBTOTAL					\$ 983,947	\$ 895,468	\$ 88,479	
SHADING EXPERIENCE								
SECTION SUBTOTAL					\$ 700,000	\$ 700,000	\$-	
ILLUMINATION BLADES								
SECTION SUBTOTAL					\$ 1,601,000	\$ 1,969,500	\$ (368,500)	
TOTAL DIRECT COSTS					\$ 13,519,356	\$ 13,313,236	\$ 206,120	
						-	-	
INDIRECT COSTS								
CONTINGENCY				\$ 500,000				
SECTION SUBTOTAL					\$ 3,002,559	\$ 3,208,679	\$ (206,120)	
TOTAL GMP					\$ 16,521,915	\$ 16,521,915	\$ -	

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PROMENADE 100% BUDGET ESTIMATE

	GMP-9	0% C	Docu	iments	100% Documents with Revisions						
Description	Total		GRA	ND TOTAL	Total		GR	AND TOTAL		Delta	Final Pricing Comments
GENERAL CONDITIONS			\$	393,047			\$	393,047	\$		Conformed Set Revisions
NORTH PROMENADE											
SECTION SUBTOTAL			\$	1,583,711			\$	1,322,815	\$	(260,897)	
MID HOWARD ST. PROMENADE										•5	
SECTION SUBTOTAL			\$	1,686,362			\$	1,968,245	\$	281,883	
						1.1.1					
DIRECT COSTS			\$	3,663,120			\$	3,684,106	\$	20,986	
			_								
Contractor/Design Costs			\$	486,880			\$	465,894			
TOTAL PROMENADE GMP			\$4	,150,000			\$	4,150,000	\$	0	

City Clerk's No._____



MEMORANDUM OF UNDERSTANDING CONCERNING ESTABLISHING AND OPERATING A REGIONAL INFORMATION AND GUEST RELATIONS CENTER AT RIVERFRONT PARK

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as "**City**", and VISIT SPOKANE, whose address is 601w 1ST Avenue, Spokane, Washington 99201, as "**VS**". Hereinafter referenced together as the "**parties**", and individually a "**party**".

WHEREAS, Riverfront Park is a significant regional visitor destination; and

WHEREAS, the City of Spokane Parks and Recreation Department is desirous of providing guest relation services to the visitors of Riverfront Park and to re-purpose the building known as the Fountain Café beginning Spring of 2018; and

WHEREAS, Visit Spokane is desirous of providing regional information services from a 'brick and mortar' location;

-- NOW THEREFORE, the parties agree as follows:

1. TERM OF MOU.

The term of this MOU begins upon execution of this agreement, and runs for an initial period of five (5) years ("Initial Term") ending on December 31, 2022, and may be renewed with three (3), two (2)-year options unless amended by written agreement. This MOU may be terminated by either party for any reason upon giving the other party 30 days written notice. Options may be renewed upon successful completion of the Initial five (5) year Term and written agreement by both parties.

2. TAXES, FEES AND LICENSES.

Each party hereto shall be solely responsible for all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this MOU.

3. RESPONSIBILITIES OF CITY.

- A. Renovate existing interior cooking and serving areas of Fountain Café into a 'vanilla shell' including:
 - a. Replacement of the roll-up service windows with a store front entry;
 - b. Replacement of plastic wall paneling with finished sheetrock;
 - c. Removal of all kitchen equipment and applicable service or utility connections;
- d. Installation of HVAC system for year-round heating and cooling;
- e. Update building insulation to enable year-round occupancy.
- B. Regularly maintain, clean and re-supply existing attached public restrooms and maintain surrounding grounds;
- C. Provide all essential utility services including electrical, water, sewer, and trash;
- D. Provide one or more 30-minute parking stalls, construction and space availability permitting, for VS customers in closest available Park Department parking lot.
- E. Provide all necessary training and materials regarding Riverfront services and programs.
- F. City will include VS on routine security patrols.
- 4. RESPONSIBILITIES OF VISIT SPOKANE.
 - A. Provide regional information services and Riverfront Park guest relation services including:
 - a. Serve as primary customer service desk for phone and in-person inquiries for Riverfront Park programs and services, and general park information. Forward inquires to appropriate park staff.
 - b. Sell Riverfront Park memberships and tickets, and book private facility rentals through Riverfront Park-provided point-of-sales software. VS will only accept Credit Cards as valid sources of payment.
 - c. Assist with will-call functions as needed.
 - d. Serve as a centralized lost and found for items and guests. City will collect unclaimed items weekly.
 - e. Maintain regular and published schedule of hours of business throughout the calendar year. Schedules may fluctuate depending upon seasonal needs and the presence of large events in the Park.
 - B. Provide interior design and construction of VS occupied area following completion of City-provided 'vanilla shell'. All costs associated with design and construction of interior VS occupied areas shall be the responsibility of VS.
 - C. The parties recognize that the City Charter prohibits "permanent" commercial activities in Riverfront Park. To that end, VS, a non-profit organization, will engage in public service activities on behalf of the City of Spokane at no charge to the public. As part of and in furtherance of its public service work, VS may engage in incidental sales of branded items.
 - D. VS agrees that any signs on the outside of the building as well as any signage on kiosks of other movable platforms on the courtyard area will complement Parks' RFP wayfinding standards. VS and City will work together to accomplish this. VS further agrees that VS will identify the Premises in its information services as "Riverfront"

Spokane Guest Relations" or something similar as agreed to by City and VS, with the goal of including "Riverfront" or "Riverfront Park" whenever VS identifies the location.

5. <u>PREMISES.</u>

The City grants VS a non-exclusive and revocable license to enter and use certain portions of the Facility, building known as Fountain Café, as depicted on <u>Exhibit A</u> (the "Premises"), subject to the terms of this Memorandum. The Premises includes both the building and the outdoor courtyard space. It is the intent of this Agreement that both City and VS will share the courtyard space.

6. <u>USE OF THE PREMISES</u>.

- A. City and VS will share dual occupancy of premises as shown in Exhibit A. VS will have occupancy of the area identified as Phase 1 until renovation is completed on the U.S. Pavilion, expected fall 2019. After renovation is complete, VS shall have exclusive use of the front half of the premises identified as Phase 1 and Phase 2 for the remainder of the contract.
- B. City and VS will share and coordinate joint use of the patio area immediately east and in front of the premises. City agrees that VS can use the courtyard area (as described in the "Premises") in concert with other patrons of Riverfront Park. VS may install a kiosk or map display in the courtyard area, but to accommodate potential uses of the area, such kiosk or map display should be portable. City has no plans to install any furniture improvements for the courtyard area.
- C. VS and the City agree to comply with all laws of the United States and the State of Washington, and all ordinances of the City of Spokane, Washington, and the rules and regulations of the City of Spokane Parks and Recreation Department applicable to the use and management of the Premises. It is VS's responsibility to familiarize itself with these regulations.

7. FEES AND CONSIDERATION.

VS shall not pay any fees, rent, or charges for use of the Premises. In consideration for VS providing information services for City, City shall at its sole cost and expense design, permit, construct, maintain, and repair certain improvements to the Premises, as outlined in this MOU. The cost of designing, constructing, maintaining, equipping and operating the regional information and guest relation center shall be solely the responsibility of VS. All improvements made to the Premises by VS immediately become the property of the City; provided, all trade fixtures of VS which can be removed without damage to the Premises upon termination of this MOU. Shall remain the property of VS and may be removed upon termination of this MOU.

8. INDEMNIFICATION.

Each party to this MOU shall defend, indemnify and hold harmless the other party, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of each party's negligent conduct in the performance of this MOU.

9. INSURANCE.

VS shall maintain a comprehensive or commercial general liability insurance policy, naming the City as additional insured, in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit coverage written on an occurrence form to cover bodily injury, death and property damage. The policy shall provide not less than thirty (30) days written notice to the City of any cancellation, non-renewal or material reduction in coverage. The insurance shall be primary and not excess or contributing. The certificate shall be submitted to the City at the time the VS returns the signed Memorandum.

10. <u>ASSIGNMENTS</u>. This Memorandum is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

11. <u>DISPUTES</u>. This Memorandum shall be performed under the laws of the State of Washington. Any litigation to enforce this MOU or any of its provisions shall be brought in Spokane County, Washington.

12. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Memorandum shall have or acquire any interest in it, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Memorandum.

13. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The parties agree to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the parties.

13. <u>SEVERABILITY.</u> In the event any portion of this MOU should become invalid, the rest of the MOU shall remain in full force and effect.

Dated:

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

Ву: _____

Title: _____

Attest:

Approved as to form;

City Clerk

Dated: 3/5/18

Assistant City Attorney

VISIT SPOKANE

By: <u>Charge Y. Kubag</u> Title: <u>President + CEO</u> Email Address: <u>Childay & Visit Spokane.com</u>

Exhibit A Fountain Café Building





City of Spokane Parks and Recreation Division

CONTRACT AMENDMENT #1

Title: Spokane's Looff Carrousel Repairs and Maintenance

This Contract Amendment is made and entered into by and between the **City of Spokane Parks and Recreation Division** as ("City"), a Washington municipal corporation, and **Historic Carousels, Inc.**, whose address is 116 3rd Street, Suite 208, Hood River, Oregon 97031, (*remittance address is P.O. Box 797, Hood River, Oregon 97031*) as ("**Contractor**").

WHEREAS, the parties entered into a Contract wherein the **Contractor** agreed to provide for the City needed repairs, care, and maintenance of the City of Spokane's Looff Carrousel; and

WHEREAS, due to unforeseen conditions additional materials are needed for the Work, thus the original Contract needs to be formally Amended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated March 8, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on February 1, 2018.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following:

Due to unforeseen conditions additional materials are required to complete the work originally contracted.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY FIVE THOUSAND AND NO/100 DOLLARS** (**\$25,000.00**) for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document. IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment / Extension by having legally-binding representatives affix their signatures below.

HISTORIC CAROUSELS, INC.

CITY OF SPOKANE PARKS AND RECREATION DIVISION

Ву	Ву
Signature Date	Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Agreement:	

Additional Scope of Work document

U2018-51

City Clerks No. _____

CITY OF SPOKANE PARK BOARD RESOLUTION

A Resolution declaring Historic Carousels, Inc., a sole source service provider and authorizing a contract amendment with Historic Carousels, Inc., for the installation of the Looff Carrousel, for \$74,000.00 including taxes, if applicable, without public bid.

WHEREAS, under the director's authority, Park and Recreation Division executed a time and materials contract not to exceed \$49,000 and authorized a sole source justification, with Purchasing approval, to initiate work with Historic Carousel, Inc.; and

WHEREAS, the Looff Carrousel is a 109-year-old, antique carousel registered as an historic landmark and requires special handling to ensure its longevity and preservation; and

WHEREAS, Riverfront Park Department does not have personnel experienced with installing antique structures or knowledgeable about operational requirements and specifications of an historic carousel; and

WHEREAS, the time expected to install the carousel by department personnel is two months; and

WHEREAS, the Looff Carrousel Redevelopment Construction project has an installation window of four weeks; and

WHEREAS, after an extensive search, Historic Carousels, Inc., was found to be the only company that specializes in providing services for historic and antique carousels, and has direct experience assembling and restoring carousels; and

WHEREAS, Historic Carousels, Inc., independently owns and operates two carousels manufactured by Charles Looff and, thus, explicitly familiar with its service and operational needs; and

WHEREAS, Historic Carousel, Inc., is able to commit to the installation timeframe of the redevelopment project; and

WHEREAS, the skills, experience and expertise offered by Historic Carousels, Inc., mitigates the risk of lost installation time, creates a more reliable and safer carousel for operation, and fosters the preservation of the Looff Carrousel for the future of Spokane.

-- Now Therefore, BE IT RESOLVED by the Parks and Recreation Division for the City of Spokane that it hereby declares Historic Carousels, Inc., a sole source provider of installation services of the Looff Carrousel; and

AND BE IT FUTHER RESOLVED that the Spokane Park Board authorizes a contract amendment with Historic Carousels, Inc., for \$74,000 without public bidding.

ADOPTED BY THE SPOKANE PARK BOARD: April 12, 2018.

Park Board President

Approved as to form:

Assistant City Attorney

City Clerk

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO. **10 R**

NAME OF CONTRACTOR: T. LaRiviere Equipment and Excavation, Inc

PROJECT TITLE: Howard Street South Channel Bridge Replacement

CITY CLERK CONTRACT NUMBER: 2016119

	=================
DESCRIPTION OF CHANGE:	AMOUNT
Item 1: Electrical Change for New Panel and Light Clips Item 2: Sand Blast and Re-galvanize Diamond Plate	\$ 7,142.18 \$ 4,572.15
Item 3: RFI#40 Amenity Changes T&M Notch and Cable Bolt Changes	\$ 1.,488.03
Item 4: Final Balancing Change Order	\$ (152,851.42)

TOTAL AMOUNT: <u>\$ (139,649.06)</u>

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 4,737,101.50
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 377,394.73
CURRENT CONTRACT AMOUNT	\$ 5,114,496.23
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ (139,649.06)
REVISED CONTRACT SUM	\$ 4,974,847.17

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	252 Work Days
CURRENT COMPLETION DATE	283 Work Days
REVISED COMPLETION DATE	283 Work Days

Contractor:	Date:
City Approval:	Date:
City Clerk Attest:	Date:

Pre-Approved as to form: Pat Dalton, Assistant City Attorney





PROJECT: Howard street bridge JOB#: PCO #:

CPR #: DATE: Monday, February 05, 2018

SUBJECT: electrical changes

Scope of Change Request:

supply and installextra wires to power supply supply and install clips for lights. Special order breakers and refund from reurned breakers.

RECAP OF CHANGE ORDER PRICING DETAIL

	Total Charges for Labor		\$219.30			
	Total Charges for Material		\$5,052.98			
	Total Charges for Subcontractor		\$1,869.90			
		Subtotal:	\$7,142.18			
	Bonding and Insurance					
	TOTAL CHARGES FOR CHANGE ORDER PER	CONTRACT:	\$7,142.18			
	Contract Pricing Certification: We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.					
T.Lar.	Submitted by: Thomas Haroldsen, Project Manager T. LaRiviere	Date Submi	tted:			
HILL	Recommended for Payment by:	Date Approv	ed:			
Owner	Approved by:	Date Approv	/ed:			



PROJECT:Howard street bridgeJOB#:-PCO #:-PR #:-DATE:02/05/18SUBJECT:Electrical changes and added wire

IDEM	OTV	UNIT	LA	BOR	MATERIAL/EQUIPMENT		SUBCONTRACTORS		
ITEM	QTY	UNII	\$/UNIT	AMOUNT	\$/UNIT	AMOUNT	\$/UNIT	AMOUNT	TOTALS
Project Manager	2.00	HRS	85.00	170.00					170.00
Superintendent		MH	85.00		1				
foreman	[HRS	56.32		1				
operator	[hrs	53.73		1				
laborer		hrs	47.92		1				
CAT 320 C track hoe		hrs			101.42				
Grove GMK 5120 B		each			257.42				
CAT TL1055 forklift		hrs			59.23				
welding machine, generator		hrs			25.00				
carpenter		hrs	54.71		1				
concrete		yds			96.00				
18" thrust anchor hoops		tot			1,904.40				
foreman truck		week			200.00				
survey crew		hrs			1		200.00		
cat 305		hrs			47.92				
rental pump		day			60.00				
subcontractor work and materials		hrs			1	4,162.42		1,626.00	
		days			1				
		week			1				
Direct Expense Subtotal	/	/ /	/	170.00 /	/	4,162.42 /	/	1,626.00	5,958.42
Small Tools and Consumables		hrs				13.60			13.60
Direct Expense + Overheads Subtotal	/		/	170.00 /	/	4,176.02		1,626.00	5,972.02
Mark-up				49.30		876.96		243.90	1,170.16

Sales Tax: \$ -Total: \$ 7,142.18

Mead, Lorraine

From: Sent: To: Subject: Aston, Aron Monday, February 19, 2018 11:44 AM Mead, Lorraine RE: Howard Street Change Order electrical changes.xlsx

Lorraine,

After doing additional research, the wire pricing seems reasonable. The pricing is okay.

Regards,

Aron T. Aston, CCP, LEED AP BD + C

Senior Cost Estimator Hill International, Inc 719 2nd Avenue, Suite 1075 Seattle WA 98104 Office 425.214.0311 Direct 425.214.0320 www.hillintl.com



From: Mead, Lorraine
Sent: Friday, February 16, 2018 7:55 AM
To: Aston, Aron
Subject: FW: Howard Street Change Order electrical changes.xlsx

Aron,

Here are the answers to your questions.

Thanks, Lorraine

From: Thomas Haroldsen [mailto:thomas@tlexid.com]
Sent: Friday, February 16, 2018 7:52 AM
To: Mead, Lorraine
Subject: Fwd: Howard Street Change Order electrical changes.xlsx

Sent from my Verizon, Samsung Galaxy smartphone

------ Original message ------From: Phil Amsden <<u>pamsden@PowerCityElectric.com</u>> Date: 2/16/18 7:50 AM (GMT-08:00) To: Thomas Haroldsen <<u>thomas@tlexid.com</u>> Subject: RE: Howard Street Change Order electrical changes.xlsx

- 1) The panel that we were supposed to run our conduit to was a Square D QO plug in series load center, which was 10,000 AIC, these are off the shelf breakers and a light commercial/residential breaker. The new panel in the Carousel is a GE factory assembled series rated 22,000 AIC breaker, and the price is significantly higher because of that.
- 2) The measured distance to the location of the panel on the south side of the carousel is 150'.
- 3) We buy wire cut to the run length as needed.

Phil Amsden | Project Manager (509) 535-8500 ext. 1072 | <u>pamsden@powercityelectric.com</u> 3327 E. Olive Ave. | Spokane, WA 99202



the power to do more

From: Thomas Haroldsen [mailto:thomas@tlexid.com]
Sent: Friday, February 16, 2018 6:43 AM
To: Phil Amsden
Subject: Fwd: Howard Street Change Order electrical changes.xlsx

Please answer these couple questions for them.

Thanks

Sent from my Verizon, Samsung Galaxy smartphone

------ Original message ------From: "Mead, Lorraine" <<u>LorraineMead@hillintl.com</u>> Date: 2/16/18 6:40 AM (GMT-08:00) To: Thomas Haroldsen <<u>thomas@tlexid.com</u>> Subject: RE: Howard Street Change Order electrical changes.xlsx

Thomas,

My estimator who was checking the pricing has a few questions for Power City:

1. What is the difference with the new breakers compared to the old ones, and why is there only a \$12/ea credit?

- 2. If the 2 circuits are extended 100', and based on the wiring notes on sheet E-2, I come up with 600' of #1/0, 100' of #8, 200' of #10, and 200' of #1. The quantities on the proposal vary significantly, what is the explanation for the difference?
- 3. The wire unit costs are similar to a 'by the foot' unit cost that would be found at a retail outlet like Lowes, why isn't the pricing by the spool, which is far cheaper by the Inft?

Thanks,

Lorraine

From: Thomas Haroldsen [mailto:thomas@tlexid.com]
Sent: Monday, February 05, 2018 10:36 AM
To: Mead, Lorraine
Subject: Howard Street Change Order electrical changes.xlsx





PROJECT: Howard street bridge

JOB#: PCO #: CPR #: DATE: Monday, March 05, 2018 SUBJECT: sand blast and regalvanize diamond plate

Scope of Change Request:

remove paint and regalvanize plates

RECAP OF CHANGE ORDER PRICING DETAIL

	Total Charges for Labor		\$583.91			
	Total Charges for Material					
	Total Charges for Subcontractor		\$3,988.25			
		Subtotal:	\$4,572.15			
	Bonding and Insurance					
	TOTAL CHARGES FOR CHANGE ORDER PER (CONTRACT:	\$4,572.15			
	Contract Pricing Certification: We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.					
T.Lar.	Submitted by: Thomas Haroldsen, Project Manager T. LaRiviere	Date Submit	ted:			
HILL	Recommended for Payment by:	Date Approve	ed:			
Owner	Approved by:	Date Approv	/ed:			



PROJECT: Howard street bridge JOB#: PCO #: PR #: DATE: 03/05/18 SUBJECT: sand blast and galvanize

ITEM		UNIT	LA	BOR	MATERIAL/I	EQUIPMENT	SUBCON	TRACTORS	
	QTY		\$/UNIT	AMOUNT	\$/UNIT	AMOUNT	\$/UNIT	AMOUNT	TOTALS
Project Manager	2.00	HRS	85.00	170.00					170.00
Superintendent	2.00	MH	85.00	170.00					170.00
foreman for delivery and pickup	2.00	HRS	56.32	112.64					112.64
operator		hrs	53.73						
laborer		hrs	47.92						
CAT 330 C track hoe		hrs			144.53				
Grove GMK 5120 B		each			257.42				
CAT TL1055 forklift		hrs			59.23				
sand blast	1.00	each						2,640.00	
galvanizing	1.00	hrs						985.68	
		each							
		LS							
		feet							
		hrs							
		each							
		week							
Direct Expense Subtotal	/	/ /	/	452.64 /	/	/	/	3,625.68	
Bond and Insurance									
Small Tools and Consumables									
Direct Expanse Querheads Subtotal				452.64 /				3,625.68	4,078.32
Direct Expense + Overheads Subtotal	1	/ /	/	1	/	/	/	/	· · · · · · · · · · · · · · · · · · ·
Mark-up				131.27				362.57	493.83

Sales Tax: \$ -Total: \$ 4,572.15



INVOICE NO.	PAGE						
282032	1						
INVOICE DATE							
01/26/18	3						

REMIT TO: PO BOX 879 AIRWAY HEIGHTS, WA 99001-0879 (509) 244-4073 • FAX (509) 244-6164

Member of the American Galvanizing Association All galvanizing conforms to ASTM123 or G164 specifications **Visa and MasterCard Accepted**

SOLD TO	CONTRACTORS NORTHWEST INC PO BOX 100 ATHOL ID 83801 USA	SHIP TO	CONTRACTORS NORTHWEST INC PO BOX 100 ATHOL ID 83801 USA
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Terms: DUE ON RECEIPT

ORDER NO.	ORDER DATE	CUSTOMER NO.	LOC	SLSMN	PURCHASE ORDER		SHIP VIA	E	COL / PPD
55651 (01/02/18	71	MAIN		HOWARD	BRIDGE	EMA	IL II	٩
ORDER Q1	ry. QT' Shi	N	ITEM NO	. / DESCRIP	TION	UNIT PRICE	UOM DISC.		NET PRICE
2664.0			GALV DIAMOND	PLATE		0.370)0 LB	I	985.68



Sale Amount:	985.68
Misc. Charges:	0.00
Other:	0.00
Sales Tax:	0.00
Total:	985.68
Amount Received:	
Balance Due:	985.68

NORTHWEST SANDBLAST & PAINT, LLC. E. 5916 Baldwin SPOKANE, WASHINGTON 99212 Phone (509) 534-2146 FAX (509) 536-8143



CHG./NET 30

QUAN.	PRO	MISED	/	/
1	Plate 5		AMO	
14	Plates 5,21 = 84310	6	1600	00
fro		HI	DTZ	2/18
	Blastonly			U
COMMENTS	WASTE DISPOSAL CH	ARGE	0	60
Su		TOTAL ATERIALS ECHNICAL SERVICE TIME	4400	10
TECHNICIAN DATE COMPLETED	\$ 9,00,00	Tex 2	800	50
Signature above constitutes a	CASH ON COMPLETION OF WORK	TOTAL 2	XDE DU	10
and that	acceptance of above service performent as aquipment has been left in good condition		JIC	E





PROJECT: Howard street bridge

JOB#:

PCO #: CPR #:

DATE: Wednesday, February 14, 2018

SUBJECT: notches in diamond plate and bolt for cable fencing

Scope of Change Request:

cut and galvanized notches in diamond plating. Supply and install swivel bolt sleeve for cable fencing

RECAP OF CHANGE ORDER PRICING DETAIL

	Total Charges for Labor		\$1,308.78			
	Total Charges for Material		\$179.25			
	Total Charges for Subcontractor					
		Subtotal:	\$1,488.03			
	Bonding and Insurance					
	TOTAL CHARGES FOR CHANGE ORDER PER C	CONTRACT:	\$1,488.03			
	Contract Pricing Certification: We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.					
T.Lar.	Submitted by: Thomas Haroldsen, Project Manager T. LaRiviere	Date Submit	ted:			
HILL	Recommended for Payment by:	Date Approve	ed:			
Owner	Approved by:	Date Approv	/ed:			



PROJECT: Howard street bridge JOB#: PCO #: PR #: DATE: 02/14/18 SUBJECT: Diamond plate notches

ITEM	OTV		LAI	BOR	MATERIAL/EQUIPMENT		SUBCONTRACTORS		
	QTY	UNII	\$/UNIT	AMOUNT	\$/UNIT	AMOUNT	\$/UNIT	AMOUNT	TOTALS
Project Manager	1.00	HRS	85.00	85.00					85.00
Superintendent	2.00	MH	85.00	170.00					170.00
foreman		HRS	56.32						
operator		hrs	53.73						
laborer	9.00	hrs	47.92	431.28					431.28
CAT 330 C track hoe		hrs			144.53				
Grove GMK 5120 B		each			257.42				
CAT TL1055 forklift		hrs			59.23				
parts	1.00	each				25.77			
Crew standby	1.50	hrs	143.76	215.64					
cable bolt sleeve	1.00	each				122.37			
install new bolt sleeve for cable	2.00	hrs	56.32	112.64					
		feet							
		hrs							
		each							
		week							
Direct Expense Subtotal	/	/ /	/	1,014.56 /	/	148.14 /	/		
Bond and Insurance									
Small Tools and Consumables	l.					1			
Direct Expense + Overheads Subtotal				1,014.56 /		148.14 /			1,162.70
Mark-up	/		/	294.22	/	31.11	/		325.33
Mark-up		1		2)4.22		51.11			545.55

Sales Tax: \$ -Total: \$ 1,488.03



562-692-5911 562-695-2323 (fax) la.sales@mcmaster.com

Receipt

Purchase Order	0123THAROLDSEN
Paid	\$122.37
Invoice	54760828
Invoice Date	1/23/18

Billed to ATTENTION: THOMAS HAROLDSEN THOMAS H 17564 N. DYLAN CT. RATHDRUM ID 83858

Shipped to	Information About Your Paymer	nt
Thomas H 17564 N. Dylan Ct. Rathdrum ID 83858	Credit Card Date Name on Card	Amex Ending- 1004 1/24/18 Thomas Haroldsen
	Your Account	99882200

Thomas Haroldsen placed this order.

2 lb

1/23/18

Line		Pro	oduct				Ordered	Shipped	Balance	Price	Total
1	59915K4			esistant Ball ad, Right Ha	Joint Rod Er and	nd, 3/4"-16	2 Each	2	0	57.42 Each	114.84
								Merchand	lise		114.84
								Shipping			7.53
								Total			\$122.37
								Payment	Received 1/2	4/18	(122.37)
								Balance D	Due		\$0.00
Pack	ing List	Shipped	Weight	Carrier	Tracking	9					

UPS Ground 1Z9293810396209700

6226134-01



Howard Street South Channel Bridge Replacement



Final Balancing Change Order

Contractor: T. LaRiviere

Bid Item		BID	Unit	Unit Price	Actual		Between Actual & gianl as Bid
	Bid Item	QTY			QTY	QTY	AMT
101	Reimbursement for Third Party Damage	1	EST	\$10,000.00	0.0	(1.0)	(\$10,000.00)
107	Archaeological and Historical Salvage	1	EST	\$5,000.00	0.0	(1.0)	(\$5,000.00)
113	Construction Signs Class A	256	SF	\$12.00	224.0	(32.0)	(\$384.00)
114	Type III Barricade	4	EA	\$80.00	0.0	(4.0)	(\$320.00)
115	Traffic Safety Drum	60	EA	\$20.00	0.0	(60.0)	(\$1,200.00)
119	Erosion/Water Pollution Control	1	EST	\$75,000.00	0.1235	(0.9)	(\$65,737.50)
120	Silt Fence	660	LF	\$3.00	645.0	(15.0)	(\$45.00)
121	Inlet Protection	3	EA	\$125.00	5.0	2.0	\$250.00
122	Plastic Covering	1,100	SY	\$6.00	980.0	(120.0)	(\$720.00)
123	Coir Log	350	LF	\$5.00	270.0	(80.0)	(\$400.00)
124	Lined Bioinfiltration Pond	9,200	SF	\$5.00	5,766.0	(3,434.0)	(\$17,170.00)
125	Lined Subsurface Drain Trench	190	LF	\$65.00	13.0	(177.0)	(\$11,505.00)
126	Turbidity Curtain	360	LF	\$62.00	280.0	(80.0)	(\$4,960.00)
127	Stabilized Construction Entrance	350	SY	\$9.00	230.0	(120.0)	(\$1,080.00)
129	Removal of Structures and Obstructions	1	LS	\$8,500.00	0.95	(0.1)	(\$425.00)
131	Removal of In-Channel Debris	1	EST	\$25,000.00	1.01	0.0	\$325.00
132	Sawcutting Flexible Pavement	1,320	LF-IN	\$1.00	826.0	(494.0)	(\$494.00)
133	Sawcutting Rigid Pavement	1,220	LF-IN	\$1.00	540.0	(680.0)	(\$680.00)
134	Removal of Pavement, Sidewalks, Curbs, and Gutters	575	SY	\$9.00	904.0	329.0	\$2,961.00
135	Tree Protection Zone	39	EA	\$100.00	39.0	0.0	\$0.00

Howard Street South Channel Bridge Replacement

Final Balancing Change Order

Contractor: T. LaRiviere

Bid Item		BID	Unit	Unit Price	Actual		Between Actual &
	Bid Item	QTY			QTY	QTY	AMT
136	Roadway Excavation Incl. Haul	2,650	CY	\$14.00	3,484.5	834.5	\$11,683.00
137	Haul and Disposal of Contaminated Soils	1,900	TON	\$85.00	3,629.29	1,729.3	\$146,989.65
138	Temporary Chain Link Fence	1,740	LF	\$4.00	1,713.0	(27.0)	(\$108.00)
140	Removing Shaft Obstructions	1	EST	\$44,690.00	0.0841	(0.9)	(\$40,931.57)
141	Structure Excavation Class A Incl. Haul	320	CY	\$38.00	202.0	(118.0)	(\$4,484.00)
142	Rock Preparation at Pier 4	1	EST	\$5,000.00	0.0	(1.0)	(\$5,000.00)
143	Soil Excavation for Shaft Incl. Haul	28	CY	\$2,275.00	19.5	(8.5)	(\$19,337.50)
144	Rock Excavation for Shaft Incl. Haul	40	CY	\$6,000.00	30.0	(10.0)	(\$60,000.00)
145	Furnishing & Placing Temp. Casing for 3'-0" Diam. Shaft	60	LF	\$410.00	198.0	138.0	\$56,580.00
146	Shoring or Extra Excavation Cl. A	1,270	SF	\$8.00	446.0	(824.0)	(\$6,592.00)
148	Gravel Backfill for Walls	360	CY	\$75.00	100.6	(259.4)	(\$19,455.00)
150	St. Reinf. Bar for Bridge	53,840	LB	\$0.15	41,815.0	(12,025.0)	(\$1,803.75)
151	St. Reinf. Bar for Planter Retaining Wall	560	LB	\$2.00	1,267.0	707.0	\$1,414.00
152	St. Reinf. Bar for Shaft	30,710	LB	\$1.25	32,071.0	1,361.0	\$1,701.25
153	CSL Test	10	EA	\$1,564.00	11.0	1.0	\$1,564.00
154	CSL Access Tube	730	LF	\$4.00	864.0	134.0	\$536.00
156	Conc. Class 4000P for Shaft	110	CY	\$817.00	70.5	(39.5)	(\$32,271.50)
157	Conc. Class 4000 for Planter Retaining Wall	2	CY	\$337.00	6.0	4.0	\$1,348.00
158	Deficient Strength Conc. Price Adjustment	-1	CALC	\$1.00	0.0	1.0	\$1.00
161	Conc. Class 4000 for Bridge	200	CY	\$1,100.00	166.5	(33.5)	(\$36,850.00)
162	Conc. Class 4000W for Bridge	70	CY	\$200.00	0.0	(70.0)	(\$14,000.00)
165	Precast Fascia Wall Panels	290	SF	\$41.00	270.0	(20.0)	(\$820.00)
166	Pedestrian Railing and Curb	274	LF	\$350.00	273.4	(0.6)	(\$210.00)
167	Exposed Aggregate Topping Slab	1,940	SF	\$15.00	3,390.0	1,450.0	\$21,750.00
170	Conduit Pipe 4 In. Diam.	2,780	LF	\$12.00	986.0	(1,794.0)	(\$21,528.00)
171	Conduit Pipe 6 In. Diam.	1,475	LF	\$20.00	2,171.0	696.0	\$13,920.00
172	Utility Vault - Large	2	EA	\$12,000.00	1.0	(1.0)	(\$12,000.00)
173	Utility Vault - Small	3	EA	\$1,100.00	4.00	1.0	\$1,100.00

Howard Street South Channel Bridge Replacement

Final Balancing Change Order

Contractor: T. LaRiviere

Bid Item		BID	Unit	Unit Price	Actual		e Between Actual & igianl as Bid
	Bid Item	QTY			QTY	QTY	AMT
174	Crushed Surfacing Top Course	230	CY	\$35.00	156.0	(74.0)	(\$2,590.00)
175	Permeable Ballast	80	CY	\$45.00	27.0	(53.0)	(\$2,385.00)
176	Ballast	570	CY	\$42.00	461.5	(108.5)	(\$4,557.00)
177	Gravity Block Wall	600	SF	\$60.00	984.0	384.0	\$23,040.00
178	Commercial HMA	235	TON	\$165.00	135.89	(99.1)	(\$16,353.15)
179	Quarry Spalls	5.5	TON	\$200.00	20.0	14.5	\$2,900.00
181	Cement Conc. Pedestrian Curb	50	LF	\$45.00	19.0	(31.0)	(\$1,395.00)
182	Geotextile Fabric for Drainage	2,300	SF	\$3.50	4,125.9	1,825.9	\$6,390.65
184	Topsoil Type A - 21-In. Thick	220	SY	\$36.00	196.0	(24.0)	(\$864.00)
186	Sod Installation	1,200	SY	\$12.00	779.0	(421.0)	(\$5,052.00)
188	PSIPE Calamagrostis X Acutiflora 'Karl Foerster' Shrub, 2 gal.	26	EA	\$40.00	0.0	(26.0)	(\$1,040.00)
189	PSIPE Cornus Sericea 'Kelseyi' Shrub, 2 gal.	13	EA	\$42.00	0.0	(13.0)	(\$546.00)
197	Irrigation System	1	LS	\$15,000.00	0.9	(0.1)	(\$1,500.00)
199	Extra Work Allowance for Rock Excavation - Trenches	40	CY	\$125.00	42.0	2.0	\$250.00
200	Ductile Iron Pipe for Water Main 18-In. Diam.	110	LF	\$200.00	108.0	(2.0)	(\$400.00)
201	Fusible PVC Pipe for Water Main 18-In. Diam.	195	LF	\$65.00	180.0	(15.0)	(\$975.00)
208	Ductile Iron Pipe for Water Main 6-In. Diam.	50	LF	\$65.00	42.0	(8.0)	(\$520.00)
209	WSDOT Catch Basin Type 1	3	EA	\$1,800.00	2.0	(1.0)	(\$1,800.00)
210	Frame and Grate for Catch Basin or Grate Inlet	3	EA	\$650.00	2.0	(1.0)	(\$650.00)
211	Manhole Type I-48, Basic Price	1	EA	\$2,200.00	0.0	(1.0)	(\$2,200.00)
212	Manhole Test	1	EA	\$550.00	0.0	(1.0)	(\$550.00)
213	Underdrain Pipe 6-In. Diam.	132	LF	\$55.00	94.0	(38.0)	(\$2,090.00)
215	Ductile Iron Storm Sewer Pipe 6 In. Diam., Incl. Structural Excavation Class B	324	LF	\$48.00	187.0	(137.0)	(\$6,576.00)
	GRAND TOTAL						(\$152,851.42)

City Clerk's No. OPR 2016-0645



CONTRACT AMENDMENT NO. 4

Title: NORTH STAR ENTERPRISES, INC. FOR TRAFFIC CONTROL AND TRAFFIC CONTROL PLANS FOR THE CITY OF SPOKANE



This Contract Amendment is made and entered into by and between the **City of Spokane** (Parks Dept.), a Washington municipal corporation, as ("City") and **North Star Enterprises**, Inc., whose address is 2411 Sunrise Lane, Liberty Lake, Washington, 99019, as ("Contractor").

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide for the City Traffic Control Planning and Traffic Controls

WHEREAS, additional Work has been requested by the City:

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated June 25, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective March 1, 2018.

3. SCOPE OF WORK

The Scope of Work in the original Contract is expanded to include the following additional work:

Additional Traffic Control Planning and Traffic Controls.

4. COMPENSATION

The City shall pay an additional amount not to exceed **FOUR THOUSAND and 00/0100 DOLLARS** (\$4,000.00) for everything furnished and done under this Contract Amendment and shall not be exceeded without the prior written authorization of the City memorialized with the same formality as the original Contract and this document.

NORTH STAR ENTERPRISES, INC.

318118 B Date pimphins, pres C

Print Name/ Title

601-184-289 WA UBI No. T12002102BUS Spokane Bus. License. No.

Attest:

City Clerk

CITY OF SPOKANE

By_____ Signature

e Date

Print Name / Title

Approved as to form;

Assistant City Attorney

2018-1100-53

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT CHANGE ORDER NO.

NAME OF CONTRACTOR:

PROJECT TITLE:

CITY CLERK CONTRACT NUMBER:

DESCRIPTION OF CHANGE:	AMOUNT
Item 1: Item 2: Item 3: Item 4: Item 5:	\$ \$ \$ \$

TOTAL AMOUNT: \$

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$
CURRENT CONTRACT AMOUNT	\$
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$
REVISED CONTRACT SUM	\$

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	
CURRENT COMPLETION DATE	
REVISED COMPLETION DATE	

Contractor:	Date:
City Approval:	Date:
City Clerk Attest:	Date:

Pre-Approved as to form: Pat Dalton, Assistant City Attorney

PROJECT: Rivefront Ice Rink & Skyride Facility JOB#: 836 PCO #: 72

DATE: Friday, February 02, 2018 SUBJECT: Street Pole Receptacles

Scope of Change Request:

Electrical contractor was asked to wire from service pedistal located on Wall Street to feed receptacles on the light poles along Spokane Falls Blvd.

RECAP OF CHANGE ORDER PRICING DETAIL

	Total Charges for Labor		\$97.75
	Total Charges for Material		
	Total Charges for Subcontractor		\$1,510.30
		Subtotal:	\$1,608.05
	Bonding and Insurance		\$23.51
	TOTAL CHARGES FOR CHANGE ORDER PER CO	ONTRACT:	\$1,631.56
	Contract Pricing Certification: We hereby certify that the pricing in this change order proposal is curr accurate, and in accordance with the contract agreement.	rent,	
CNI	Submitted by: MSML Matt Nason, Project Manager	Date Submitted: _	2/2/18
Stantec	Recommended for Payment by: D	ate Approved:	
Owner	Approved by:	Date Approved: _	



PROJECT:Rivefront Ice Rink & Skyride FacilityJOB#:836PCO #:72PR #:02/02/18SUBJECT:Street Pole Receptacles

ITEM	QTY UNIT		LA	BOR	MATERIAL		SUBCONTRACTORS			
			\$/UNIT	AMOUNT	\$/UNIT	AMOUNT	\$/UNIT	AMOUNT	TOTALS	
Project Manager (Change Order Compilation / Contract Mods)	1	HRS	85.00	85.00					85.00	
Superintendent		HRS	75.00	1		li i	i i			
Accounting (Contract Adjustments)	0	HRS	30.00	Í		i i				
Street Pole Receptacle Wiring - Colvico	1	LS					1,373.00	1,373.00	1,373.00	
		I								
		1								
Direct Expense Subtotal			ļ	95.00				1 373 64		
Bond	1	+ +		85.00		11.02		1,373.00	1,458.00	
Liability Insurance		1 1		1		11.83			11.83	
Builders Risk Insurance		1 1		1		6.64			6.64	
	8	1				1.97			1.97	
Direct Expense + Overheads Subtotal				85.00		20.44		1,373.00	1,478.44	
Mark-up		11		12.75		3.07		137.30	153.12	

Sales Tax: Not Included Total: \$ 1,631.56



2812 N. Pittsburg Spokane, WA 99207

Phone: (509) 536-1875 Fax: (509)534-3551

Date:	December 7, 2017
Attention:	General Contractors
Reference:	Riverfront Recreational Ice Rink & Skyride
Subject:	Electrical Proposal & Pricing Alternate 6 Receptacle Pole Wiring
Lump Sum Pricing:	\$1,373.00

The following is a summary of our Scope of Work

Included:

-wire from service pedestal located on Wall Street to feed receptacles in Alternate 6 poles along Spokane Falls Blvd.

-add 2% for bond rate if required

On-site parking will be provided for all employee vehicles. Restroom facilities will be provided for all employees.

If you have any questions regarding the above information, please feel free to contact me immediately.

Respectfully submitted,

Terry Den Boer Estimator/Project Manager Colvico Inc.

Email: terry@colvicoinc.com

Office 509-252-5843 cell-509-342-4060

JOB NAME:								
Alt 6 Recept								
ITEM	QTY.	UNI	T PR.	EX	T. PR.	LABOR U	EX	(T. LAB
6 thhn	940	\$	0.59	\$	554.60	0.011		10.34
MATERIAL subTOTAL	.S			\$	554.60			
LABOR TOTAL HOUR	S							10.34
LABOR \$ PER HOUR							\$	57.00
LABOR TOTAL				\$	589.38			
TAX								
SUB TOTALS				\$	1,143.98			
0&P				\$	228.80			
JOB TOTAL				\$ 1	1,372.78			
BID BOND 2%				\$	-			

PROJECT: Rivefront Ice Rink & Skyride Facility JOB#: 836 PCO #: 73

DATE: Monday, February 26, 2018 SUBJECT: S1 Pole Replacement

Scope of Change Request:

Contractor asked to price the replacement of an S1 light pole that was damaged by a vehicle

CO NOA JRB , INC.

RECAP OF CHANGE ORDER PRICING DETAIL

	Total Charges for Labor	\$97.75
	Total Charges for Material	
	Total Charges for Subcontractor	\$4,041.40
	Subt	total: \$4,139.15
	Bonding and Insurance	\$60.62
	TOTAL CHARGES FOR CHANGE ORDER PER CONTR	ACT: \$4,199.77
CNI	Contract Pricing Certification: We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement. Submitted by:	Submitted: <u>2/26/18</u>
Stantec	Recommended for Payment by: Date Ap	pproved:
Owner	Approved by: Date A	Approved:

4



PROJECT:Rivefront Ice Rink & Skyride FacilityJOB#:836PCO #:73PR #:DATE:02/28/18SUBJECT:S1 Pole Replacement

ITEM	QTY UNIT		LA	BOR	MATERIAL		SUBCONTRACTORS			
	QII	CINII	\$/UNIT	AMOUNT	\$/UNIT	AMOUNT	S/UNIT	AMOUNT	TOTALS	
Project Manager (Change Order Compilation / Contract Mods)	1	HRS	85.00	85.00					85.00	
Superintendent		HRS	75.00			1			05-00	
Accounting (Contract Adjustments)		HRS	30.00			i	ì i			
		1 1								
Relpace 1 S1 Light Pole - Colvico	1	LS					3,674.00	3,674.00	3,674.00	
		1								
		1				1				
		1				1		e D		
						1				
			-							
		Ē Î								
Direct Expense Subtotal		í í	i	85.00			1	3,674.00	3,759.00	
Bond		1 1				30,50			30.50	
Liability Insurance		1 1	i	1		17.13			17.13	
Builders Risk Insurance		i i	1	i		5.08			5.08	
Direct Expense + Overheads Subtotal		ř ř	í í	85.00	1 ⁻	52.71	1	3,674.00	3,811.71	
Mark-up		1 1		12.75		7.91		367.40	388.06	

Sales Tax:Not IncludedTotal:\$ 4,199.77

-



2812 N. Pittsburg Spokane, WA 99207

Phone: (509) 536-1875 Fax: (509)534-3551

Date:February 26, 2018Attention:CNIReference:Riverfront Recreational Ice Rink & SkyrideSubject:Electrical Proposal & Pricing –
S1 Pole Replacement

Lump Sum Price – Base Bid: \$3,674.00

The following is a summary of our Scope of Work

Included:

-labor and misc. materials to install a new S1 light pole

Excluded:

-sales tax
-excavation, spoils haulaway, compaction and backfill
-sawcutting
-concrete asphalt patchback
-dewatering
-separation fabric
-cutting, patching and painting
-overtime/off hours work
-unforeseen and or existing conditions

-add 2% for bond rate if required On-site parking will be provided for all employee vehicles. Restroom facilities will be provided for all employees.

If you have any questions regarding the above information, please feel free to contact me immediately.

Respectfully submitted,

Terry Den Boer Estimator/Project Manager Colvico Inc. Email: <u>terry@colvicoinc.com</u>

Office 509-252-5843 cell-509-342-4060

Washington Contractor's License: COLVII*134D6
JOB NAME:					
S1 Replacement					
ITEM	QTY.	UNIT PR.	EXT. PR.	LABOR U	EXT. LAB
Remove Old Plate	1	\$ -	\$ -	0.5	0.5
Reinstall new fixture	1	\$2,618.52	\$ 2,618.52	6	6
MOB Lift to site	4	\$ 15.00	\$ 60.00	0	0
MATERIAL subTOTALS			\$ 2,678.52		
LABOR TOTAL HOURS					6.5
LABOR \$ PER HOUR					\$ 59.00
LABOR TOTAL	1		\$ 383.50		
TAX					
SUB TOTALS			\$ 3,062.02		
O&P			\$ 612.40		
JOB TOTAL			\$ 3,674.42		
BID BOND 2%			\$ -		

- 4



4001 E FERRY AVE SPOKANE WA 99202-4647 Phone: 509-532-9211 Fax: 509-532-7060

To: Attn:	COLVICO ELECTRIC 2812 N PITTSBURG ST SPOKANE WA 99207 Terry Den Boer		Date: Proj Name: GB Project Qte#: Release Nbr:	02/26/2018 S1 POLE RFP ICE RIBBON 0229535287
Fax:	Phone: 000-536-1875 Fax: 000-534-3551 Email: kathryn.hall@graybar.com	Purchase Order I Additional Ref#		S1 POLE RFP
Linai.	katin yn nancegray bar com	Valid From: Valid To: Contact:	Valid From:	02/26/2018
			Valid To:	03/28/2018
			Contact:	KATHRYN HALL
			Email:	kathryn.hall@graybar.com
		Pro	posal	
			ke Pleasure in Responding (s Follows

We Appreciate Your Request and Take Pleasure in Responding As Follows

ltem	Item/Type	Quantity	Supplier	Calalog Nbr	Description	Price	Unit	Ext.Price
1000		1 EA	VALMONT	15004040404S4- BK-40RPTSCD- ULWHT3/8-	DT15AC-40R- LX416948	\$2,618.52	1	\$2,618.52

Total in USD (Tax not included): \$2,618.52

FOB: Non cancelable, non returnable, transportation included in price. Delivery: 10 - 12 weeks ARO

This equipment and associated installation charges may be financed for a tow monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, irreight terms are F.O.B. shipping point propaid and bill. Untess noted the estimated ship date will be determined at the time of order placement.

Page 1 of 2

PROJECT: Rivefront Ice Rink & Skyride Facility JOB#: 836 PCO #: 61

DATE: Thursday, December 07, 2017 SUBJECT: Relocate T-Stat

Scope of Change Request:

Owner has requested thermostat be relocated from Skate Fitting Room 107 to Skate Rental Room 103

Excludes painting of any new conduit. Excludes any balencing due to new thermostat location.

RECAP OF CHANGE ORDER PRICING DETAIL

Total Charges for Labor	\$97.75
Total Charges for Material	
Total Charges for Subcontractor	\$695.75
Subtotal:	\$793.50
Bonding and Insurance	\$11.57
TOTAL CHARGES FOR CHANGE ORDER PER CONTRACT:	\$805.07

Contract Pricing Certification:

We hereby certify that the pricing in this change order proposal is current, accurate, and in accordance with the contract agreement.

Submitted by: Matt Nason, Project Manager

Recommended for Payment by:_____ Stantec

_____ Date Submitted: 12/12/17__

CONTRACT NORTHWES

Date Approved:

Owner

CNI

Approved by:_____ Date Approved: ____



-

PROJECT: Rivefront Ice Rink & Skyride Facility

JOB#:	836
PCO #:	61
PR #:	
DATE:	12/07/17
SUBJECT:	Relocate T-Stat

ITEM	QTY	UNIT		BOR	MATERIAL		SUBCONTRACTORS		
			S/UNIT	AMOUNT	S/UNIT	AMOUNT	S/UNIT	AMOUNT	TOTALS
Project Manager (Change Order Compilation / Contract Mods)	1	HRS	85.00	85.00	i i	1			85.00
Superintendent	1	HRS	75.00	1		1 1	i i		
Accounting (Contract Adjustments)	1	HRS	30.00	1		1 1		Ê	
	I.			1			2		
Relocate Thermostat - Pro Mechanical/Standard Plumbing	1	LS				1	632,50	632.50	632.50
			1			1			
		¹⁹	1						
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	i.	1	1						
	1	ı i	1			i i			
Direct Expense Subtotal		1 1		85.00		I		632.50	717.50
Bond		1	1			5.82	1		5.82
Liability Insurance	1	1 1	1			3.27	1		3.27
Builders Risk Insurance		1 1	1			0.97	1		0.97
Direct Expense + Overheads Subtotal		11		85.00		10.06	1	632.50	727.50
Mark-up	U	1 1		12,75		1.51	1	63.25	77.51

Sales Tax: Not Included Total: \$ 805.07

Cost Estimate Detail Sheet

Project	Riverfront Park Ice Rink	Scope				
Job Number	C17-6	Harvey has asked Bryan with Standard plumbing and				
Pro MSI Change Proposal # 3		heatingto move a room senser from the current location to				
Date	12/12/2017	the back wall of the skate rental area or the office behind that. The current location is causing the unit to cycle heat all the time due to the door opening close by. The time due to the door opening close by.				
Reference # / RFP # / RFI #		the time due to the door opening close by.	ro Mechanical Services. inc.			
Area			The future of Smart Energy			
Schedule Impact	No					
Originator Pro MSI Craig Graves submitted to Matt Nason			4911 N Rebecca PO Box 6526 Spokane, WA 99217			
			(509) 483-1305 Main (509) 483-1805 Fax pro-msi.com 24 Hr Service (509) 455-3872			
Company	CNI		pro-riscom 24 nr Service (209) 425-3672			
	the second s		ੱਲਿਨ ਹੁਲਨ ਕੁਸ ਤੂ			

tem	Description	Unit	Quantity	Unit Co Material	Labor	Material Costs	Labor Costs	Total
1				00.00	1 00 00 1			10 B
2			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4			0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5			0		\$0.00	\$0.00	\$0.00	\$0.00
6						\$0.00	\$0.00	\$0.00
7						\$0.00	\$0.00	\$0.00
8						\$0.00	\$0.00	\$0.00
9						\$0.00	\$0.00	\$0.00
10	-					\$0.00	\$0.00	\$0.00
11						\$0.00	\$0.00	\$0.00
12						\$0.00	\$0.00	\$0.00
13						\$0.00	\$0.00	\$0.00
14						\$0.00	\$0.00	\$0.00
15					1	\$0.00	\$0.00	\$0.00
16						\$0.00	\$0.00	\$0.00
17						\$0.00	\$0.00	\$0.00
18						\$0.00	\$0.00	\$0.00
19						\$0.00	\$0.00	\$0.00
20	and the second se					\$0.00	\$0.00	\$0.00
20						\$0.00	\$0.00	\$0.00
				6 F 1	Subtotal	\$0.00	\$0.00	\$0.00
1 Standard Pl	Sub-Contractor Costs umbing and Heating		Costs		10.1		1 N N	
2	unibing and rieating		\$550.00	્ય છે.	1. J	• 4 5 6	1	
3					·	10%	Overhead	\$0.00
4				S. J. A. Josef	n in 1965 - 1		Subtotal	\$0.00
2 - 2 - 1		Culture		김 승규는 것이.			Subcontractor(s)	\$632.50
		Subtotal	\$550.00	an a			Subtotal	\$632.50
and the second	15		\$82.50	. ga H	1.17	5%	Profit	\$0.00
	Sub-C	Contractor Total	\$632.50		15 40253	2	Grand Total	\$632.50



Tuesday, December 12, 2017

Pro Mechanical Spokane, WA

Craig:

Harvey asked me to let them know what it will take to move the room sensor that is for RTU-1 from its current location to the back wall of the skate rental area or the office behind that. The current location is causing the unit to be in heating all the time due to lobby having open doors, etc. He said they were not as concerned about the lobby/skate fitting are as much as they are about the skate rental or office space.

The cost to relocate the sensor and put a blank plate in the existing location will be \$550.00. We are assuming this can be done in the AM from 7:00AM until 11:00AM before they open for the day.

If you have any questions please call our office.

Sincerely,

Bryan Johnson

This Bid contains information owned by **Standard Plumbing Heating Controls**. It is provided to you for **BIDDING PURPOSES ONLY** and on condition that **PRIOR TO THE TIME OF BIDDING** all of it is **CONFIDENTIAL** and is not to be shared or given, for any reason, to anyone else. If this policy is not followed **Standard Plumbing Heating Controls** retains the right to recover any damages as a result of a breach of this policy. Please contact our office if these conditions are not acceptable.



November 8, 2017

Ms. Fianna Dickson, Communications Manager Spokane Parks and Recreation Department 808 W. Spokane Falls Blvd. Spokane, WA 99201

Re: Proposal to Name the Former YMCA Site Meadow in Honor of William S. Fearn, Former Director of Parks and Recreation from 1965 to 1980

Dear Ms. Dickson:

Enclosed is the proposal with supporting data including photo of William S. Fearn, a Spokesman-Review article by Pia Hallenberg about the proposal, and letters of support from former City officials and employees who knew first-hand the significant contributions of William S. Fearn to the Spokane Parks and Recreation Department and his contributions to Riverfront Park.

The proposal was submitted on September 10, 2012, via a letter to Mr. Leroy Eadie, Director of the Spokane Parks and Recreation Department in accordance to the Department's "Sponsorships, Donations, Naming Recognition of Parks and Recreation Areas or Facilities" effective date: July 14, 2011.

Submission of this proposal was never formally acknowledged by the Department, however it has been acknowledged and referenced verbally on several occasions by Park Board President, Mr. Chris Wright, and Riverfront Park Committee Chair, Mr. Ted McGregor. I have provided copies of the proposal's letter to Mr. Eadie to Mr. Wright and Mr. MeGregor. Mr. Wright had indicated to me that he planned to delay any action on this proposal until the Park Board considered other naming considerations in Riverfront Park upon the near conclusion of the current Riverfront Park Redevelopment Project.

l, respectfully, request a written acknowledgement of this proposal, and its compliance with the revised City of Spokane Parks and Recreation Division Administrative Policy and Procedure, ADMIN 1400-11-07, LGL 2001-0031, Revision Effective Date: October 12, 2017.

Although, I understand Mr. Wright's original desire to delay any action until the near conclusion of the Riverfront Park Redevelopment Project, I suggest that five years delay is not reasonable in this case. The area being proposed is the Conservation Futures-funded area upon which there are restrictions that limit development of this site. Thus the possibility of a commercial development that might attract donated funds for naming a capital development on this land is highly unlikely. Additionally, Mr. Fearn's family is aware of this proposal and they wish the Park Board would act upon it, while Mr. Fearn's widow, Mrs. Ruth Fearn, is still alive.

Thank you for your consideration. I look forward to hearing from you.

Sincerely,

Hal M' Hlathory

Hal McGlathery, Retired SPRD Division Manager, 1970-2004 (Riverfront Park Manage 1982-1994)

September 10, 2012 6126 S. Martin Street

Spokane, WA 99223

Mr. Leroy Eadie, Director

Spokane Parks and Recreation Department

808 W. Spokane Falls Blvd

Spokane, WA 99201

Re: Proposal to Name the Former YMCA Site Meadow in Honor of William S. Fearn, former Director of Parks and Recreation from 1965 to 1980.

Dear Mr. Eadie:

This letter is intended to follow the City of Spokane Parks and Recreation Department Administrative Policy and Procedure under the title: Sponsorships, Donations, Naming Recognition of Parks and Recreation Areas or Facilities established July 14, 2011; Section 6.8 Naming Parks and Facilities criteria:

- a. Historical/prominent individuals/families/groups
 - To have a name eligible for nomination an individual or family must have been a resident of the City of Spokane, and the individual must have been deceased for a least one (1) calendar year. (William S. Fearn served as Director of SPRD from 1965-1980; he passed away on March 20, 1995.
 - Families or individuals will be informed of the Department's desire to commemorate them in the particular manner. (William S. Fearn's oldest son is Brian Fearn, 760 Meadowvale, Pullman, WA 99163; Phone: (509) 334-2328)

William S. Fearn oversaw the extensive funding of the Expo 74 World's Fair and the Riverfront Park site through writing, presenting and receiving multiple Federal and State grants, beginning in 1965. William S. Fearn led the Spokane Park and Recreation Department's subsequent majority vote of 58% for a special levy for local financing (the levy required 60% for passage, so the City Council approved the funding through Councilmatic Bonds) of the Riverfront Park development, and oversaw the implementation of the Riverfront Park development plan.

William S. Fearn, Director of Parks and Recreation served during the planning and operation period for Expo 74 and during the planning and completion of the residual Plan of Expo 74, Riverfront Park. The planning phase of the Riverfront development officially began June 11, 1965 with the submission of a grant application for the acquisition and development of privately-owned properties on Havermale Island, Crystal Island (today's Canada Island) and portions of the north and south riverbanks of the Spokane River. The opening of the residual Plan of Expo 74, Riverfront Park, occurred in the fall of 1978.

William S. Fearn's contributions to the successful preparation and administration of numerous Federal and State grants to acquire privately owned land for the Fair and the Park were greatly overshadowed by the monumental political efforts of Senators Henry Jackson and Warren Magnuson, Congressman Thomas Foley, Mayor David Rodgers and Expo 74 Founder and visionary, King Cole. It was William S. Fearn's tenacious and untiring efforts of leadership in the application process of Federal Housing and Urban Development Department (HUD) and State of Washington Inter Agency Committee for Outdoor Recreation (IAC) grants that provided the foundation for the above leaders' efforts to exercise their political clout to secure the Federal and State funds for the Expo 74 and Riverfront Park site.

Spokane has always acknowledged those political leaders and King Cole for their successful leadership efforts that forged the way for a successful World's Fair and its residual Riverfront Park. However, Spokane is yet to acknowledge and recognize the immeasurable contributions to the success of the World's Fair and Riverfront Park of William S. Fearn.

To support this nomination three appendices are attached to this letter:

Appendix A: Excerpts from the book, <u>The Fair and the Falls</u> by Williams T. Youngs Appendix B: Excerpts from Park Board Minutes: April, 1965 – August, 1974, Books #10, #11, and #12

Appendix C: Spokane Parks and Recreation Department HUD and IAC Files

The book, <u>The Fair and the Falls</u> by William T. Youngs, a professor at Eastern Washington University traces the history of Spokane, the Spokane River Falls, the 1974 World's Fair, Expo 74, and the development of Riverfront Park. The book is dominated by the contributions of King Cole and political leaders U. S. Senators Henry Jackson and Warren Magnuson and U. S. Congressman Thomas Foley, however there are several mentions of the contributions of William S. Fearn.

Appendix A reveals some of those excerpts of William S. Fearn's role in the acquisition and development of the site for the Expo 74 and Riverfront Park.

Appendix B reveals some of the actions of the Park Board that related to the acquisition and development of the Expo 74 and Riverfront Park site, while William S. Fearn served as the Director of the Spokane Parks and Recreation Department.

Appendix C reveals some of the documents that have been archived and are located in the Spokane Park and Recreation Department's files for Housing and Urban Development (HUD) and the Washington State Inter Agency Committee for Outdoor Recreation (IAC). These files include the grant applications, contracts, letters and memos that pertain to the acquisition and development of the Expo 74 and Riverfront Park site. While William S. Fearn's name does not appear on many of the official documents transmitted to and from the Federal, State, and Spokane government agencies and departments, the myriad of correspondence documents the role of William S. Fearn in the creation of these grant applications, the administration of the grant process, and the ultimate receipt of the funding for the Expo 74 and Riverfront Park site.

The site of the former YMCA that has been developed into a new meadow in Riverfront Park adjacent to the Spokane River seems to be a natural site for such recognition of William S. Fearn. While attending the University of Washington, he worked several summers for the YMCA as Day Camp Director for the Northeast YMCA in Seattle and as Program Director for the Friendly Indian Section at Seattle YMCA's Camp Orkila in the San Juan Islands. He graduated with a Master Degree in Social Work from George Williams College in Chicago, Illinois. His major was Social Work in a program that has offered training to prepare leaders for the YMCA movement since 1886. To honor William S. Fearn by naming the meadow that was part of the land obtained for the Expo 74 and Riverfront Park, and the former site of the Spokane YMCA seems to be a very appropriate way to acknowledge the contributions he made to the lasting benefit of Spokane.

Thank you for considering this request and overseeing the Park Board process to formally consider naming the newly developed meadow in honor of William S. Fearn.

Sincerely,

Hal M' Hathy

Hal McGlathery

SPRD Division Manager (Retired) 1970-2004

Copy: Randy Cameron, President, Spokane Park Board

Enc.

Appendix A: Excerpts from the book, The Fair and the Falls by Williams T. Youngs

Appendix B: Excerpts from Park Board Minutes: April, 1965 – August, 1974, Books #10, #11, and #12

Appendix C: Spokane Parks and Recreation Department HUD and IAC Files

5-16

Excerpts from the book, The Fair and the Falls by Williams T. Youngs

When Bill Fearn first arrived in Spokane in the 1950's and became Director of the Spokane Parks and Recreation Department, the opportunity for the City to buy land was "non-existent." This was a far cry from the situation of a half century before. Shortly after the creation of the Park Board in 1906, the City had passed a million-dollar bond to fund land purchases. The citizens of a young city whose population had not yet reached 100,000 had adopted a measure costing about \$40 Million in 1995 dollars. When the million-dollar bond was paid off fifty years later, the city owned about two thousand acres of park land. Spokane never again passed a park bond revenue measure on anything like the scale of the original bond.

During the 1960's, however, federal funds for urban renewal were becoming available through the Bureau of Outdoor Recreation (BOR) and the Department of Housing and Urban Development (HUD). Spokane planners needed to consider such sources in order to buy back land by the river from private owners. The falls, and the adjoining land, that James Glover had bought for a few thousand dollars in 1873 were tied up in many different enterprises, including a motel, a laundry, and several railroads. The land was worth easily \$10,000 for every single dollar Glover paid in 1873.

Spokane was at first ambivalent about seeking federal urban renewal funds. Bill Fearn recalled that many citizens felt, "Well, we aren't sure whether we want any of that dirty money in Spokane." They feared that if they accepted such grants they would be forced to accept federal control. Jim Sloane, later City Attorney of Spokane, said that "Urban renewal was sort of a political tar baby at that time." The attraction of federal and state dollars grew, however, with the defeat of local bond measures in the early 1960s.

"What was in the back of our minds," King Cole said, "was to try to find as many sources of funding as we could before buying any property that we had to buy."

King Cole was sitting in his office when a man came by and told him, "I represent the owners of the tip of Havermale Island, and we'd like to know if you'd like to buy it."

Cole answered, "You bet I would, but we don't have any money. Can we get an option?" The agent agreed.

"So we took that option," Cole said, "I raised the money out of my group, passed the hat again." With \$2,000 provided by Spokane businessmen the City was able to acquire the option. Now Spokane had the right to buy the land—roughly the northeast corner of Havermale Island—for a set price if the City could raise the funds.

Bill Fearn noted that the three-acre site on Havermale included a mission, a gas station, and an apartment building. With encouragement from U.S. Senator Warren Magnuson, Spokane decided to draw up a proposal for an Open Spaces grant (to be crafted by Bill Fearn).

In Washington, D. C. the grant request immediately ran into trouble. HUD, which administered the Open Spaces program, claimed that Spokane's request was inappropriate, as the grants were designed to encourage renewal in the poorest urban neighborhoods, not to create parks in a prosperous community. According to King Cole, "Maggie said to HUD officials, "Well, I'm glad you're doing that, but when I wrote this bill our intention was to have urban areas in the city bought regardless of any of these other things. And if you don't do this, we'll rewrite this bill to make it happen. So he really got tough with them, and they came along and did what we wanted. So that gave us that half of it, the federal half."

For the balance of the matching funds, grants were sought from the Washington State Interagency Committee for Outdoor Recreation, which could take funds collected for powerboat licenses and use them for recreational land purchases. The Interagency Committee provided another quarter of the purchase price, leaving Spokane to supply the remaining quarter. The process of buying back the falls had begun.

In pursuing funds for further land purchases, the City instructed Bill Fearn "to sit on the doorstep" in Washington, D.C. until the grants were awarded. Persistence paid off in the capital, and Fearn came to adopt the same tactic in working with the Interagency Committee. "I went to every meeting there was," Fearn recalled. "I sat in the front row so they knew who I was." (pp. 159-161)

Financing the Fair

Bill Fearn, the City Parks Director described one of the City's greatest bargains, the purchase of the Natatorium Park carousel, built in 1907. Fearn recalled that the owner had offered it first to Spokane County, but was told, "Naw, we can buy a new one for that." Fortunately, some Spokanites knew the value of a vintage carousel, and they tried to secure it for the City. Spokane began raising funds by taking some horses from the carousel and renting them to local businesses for temporary display. The exhibition horses came with information about the proposed carousel purchase and included a place to deposit contributions. So the City made money on both the rent of the horses and the revenue from donations. They also sold carousel buttons to raise funds.

That left the matter of site development. Fearn explained how that cost was covered. "A lawyer called me one day, and he said, "I have a client who's interested in the building for the carousel. Do you have any idea what it would cost? I didn't know what it would cost; we hadn't designed it yet. I guessed at least \$80,000. And so an hour later he called back, and he said his client said 'That's no problem.' The money was put in escrow, so if anything happened to the donor, it would still be there.

The site ended up costing about \$140,000--\$60,000 more than the donation, but the Expo Corporation paid the outstanding balance in exchange for free rent on the future carousel site as a beer garden during the fair. The City was equally fortunate in negotiating a deal for trees to be placed on the fair site. Bill Fearn described the arrangement. "We had a nursery here locally that was going out of business. They had some big trees; they called and said, 'You can have those trees if you want to come up and move them.' So I got the Water Department to furnish low-boys and loading cranes. We picked up a whole bunch of trees,

brought them to Manito Park, and put them in a big wooden structure filled with sawdust. Then the next year, the Canadian government was going to develop Canada Island as a park, and they wanted those trees. So I had gotten the trees free, stored them for a year, and then sold them to the Canadian government. They planted them and left them there for us after the fair." (p. 341)

Humorous Phone Call

"We tried to laugh at least once a day," David Peterson (King Cole's assistant) recalled. Laughter was an essential antidote to the stress of working on Expo 74. As an illustration of Expo humor, Peterson spoke of the call he made one morning to a man named Jack Bienstock (pronounced "Beanstalk") in New York City. Bienstock was a representative of a major exhibitor, and he was expecting a call from King Cole, who was not available at the time. Petersen had been instructed to use Cole's name and to reverse the charges. (Expo was in an extreme budgetary position)

The result was that he had to tell the operator that King Cole was placing a collect call to Jack Bienstock. To complicate matters, the call was placed on April Fool's Day. At first the operator "just wouldn't go for it." Peterson finally persuaded her to complete the call. The episode gave the Expo staff its dose of humor for the day. "You can't work that hard without laughing some, or you just die," Peterson remarked. (p. 345)

Panic days before the fair's opening

King Cole felt the pressure as the numerals on the Clock tower showed "100 Days to Expo 74." He wondered if all the construction could be completed in time. Jack Geraghty (Expo 74 Communications Director, and later City of Spokane Mayor) had nightmares in which the fair never opened. He said, "I actually had a dream once that the fair opened, and there were two or three portable hot-dog stands, and that's all there was for people to see."

Bill Fearn, head of Spokane's Park Department, sometimes discussed the fair with city employees in other municipalities who asked, "Is it possible for Expo to open

on time?" His standard reply was, "No, but it's not been possible to do anything else they've done so far." (p.367)

HOW DID IT HAPPEN?

King Cole argued that Spokane's citizens made the fair possible. "We had a treasure house," he said, "in the people who lived here." Certainly, local men and women were fundamental to the success of the fair. They raised the money needed to get the exposition off the ground; theirs, by and large, were the smiling faces on the fairgrounds that impressed so many visitors. Surely there are similar people in Anchorage and Louisville and Richmond, but those citizens have never created a world's fair.

In Spokane there were a few individuals who were essential to the exposition, downtown renovation, and the recovering of the falls. Among these, King Cole was arguably the most important, but Cole came to Spokane because an urban renewal movement was already underway. In the business community, Spokane Unlimited was in its early stages, and a half dozen or so businessmen, including John Hieber and Rod Lindsay, were undertaking new building projects, such as the Parkade and the Lincoln Building. In City government, the Park Department, under the leadership of Bill Fearn had targeted the city center for renovation, and Neal Fosseen was serving a mayor under a new City Charter. (p. 529)

APPENDIX B

Excerpts from Park Board Minutes: April, 1965 – August, 1974

Books #10 #11 #12

April, 1965, (pp. 157-159) Parks and Open Spaces Plan

Key Principles: 1. There is a growing need for recreation facilities.

3. The Park system within the City should include a full range of park, recreation and cultural facilities serving all age groups, usable all seasons of the year, and provide space for passive activities.

July 21, 1965, The Park and Open Spaces Plan of 1965 was adopted by City Council

October 10, 1965. Special Meeting of the Park Board to consider submitting an application through the City Manager and City Council to the State of Washington Inter Agency Committee for Outdoor Recreation (IAC) for State and Federal matching funds to acquire all or part of No. 1 and No. 2 priorities (south bank of Spokane River, Havermale Island, and Crystal Island--today's Canada Island) of "1965 Parks and Open Spaces Plan" previously adopted by the Park Board.

William S. Fearn advised the Park Board that IAC has an estimated \$1.4M available between October 8, 1965 and July 1, 1966 for local matching funds, and it appears they will be distributed on a first-come, first-serve basis, along with some other criteria. Park Board approved submittal of application for matching funds via the City Manager.

January 12, 1967. It was reported to the Park Board that Paul Harvey on November 22, 1966 spent five minutes talking about the beauty of Indian Canyon Golf Course saying, "There is a public golf course in Spokane, WA, prettier than any country club in the USA, Indian Canyon." **March 9, 1967.** William S. Fearn report to the Park Board that two independent appraisals are required by HUD before the City's application for matching funds could be processed at a cost of \$1500.

Park Board Minutes, Book #11

March 12, 1970, (p. 205), William S. Fearn reported that Havermale Island Phase I would be completed at the end of the demolition contract underway; that Phase II Project between Howard and Washington Streets was in the appraisal stage, and that the Travelodge Motel portion had gone through the Inter Agency Committee for Outdoor Recreation (IAC) with a recommendation to proceed to the Bureau of Outdoor Recreation (BOR) for 50-50 participation with the Secretary of Interior's Contingency Fund. William S. Fearn reported he would be in Olympia on March 20, 1970, to help fill out the application. He stated he had requested in writing from the City Manager the authority to proceed with the appraisal of Crystal Island (Canada Island today).

August 18, 1970, (p. 233) Special Park Board Meeting regarding the Burlington Northern RR relocation of tracks off of Havermale Island onto the Great Northern tracks (with right of way changes in Indian Canyon Golf Course and Palisades Park. The Park Board indicated it would prefer the alignment in the area of the 13th Green at Indian Canyon be moved further north; if not possible it would require considerable expense to re-vamp the course.

January 14, 1971 at Park Board meeting William S. Fearn reported on agreement with Burlington Northern RR for the railroad right-of-way and construction renovation of the thirteenth hole at Indian Canyon Golf Course. The Park Board approved the agreement in which BN RR would pay \$11,500 for this renovation.

Park Board Minutes Book #12

October 14, 1971 (p. 3) at Park Board meeting, King Cole and Expo 74 staff presented the design concept for the residual park plan of Expo 74 which was approved by the Park Board.

January 13, 1972, (p. 17) at Park Board meeting, William S. Fearn announced a meeting with landscape architect consultant, Robert Perron of Portland, OR, regarding the development of a central riverfront park program and the plans for gathering community input about the future use of the residual park.

April 13, 1972 (p. 32) at the Park Board meeting, the conceptual plan and narrative was presented by Robert Perron for the residual central riverfront park, was adopted by the Park Board, subject to further review and approvals in the future.

June 8, 1972, (pp45-46) at Park Board meeting Mr. Robert Perron, Central Riverfront Park Designer had been refining the design plan for the residual park, and it was moved that the design concept as presented in Phase I of the residual plan by Thomas Adkison (Expo 74 Principal Architect and former Park Board President) and Robert Perron (Residual Principal Landscape Architect) be accepted with the recognition that the details are still subject to further study and that the Park Board endorsed William S. Fearn's immediate efforts to secure the necessary funding to implement the program.

August 10, 1972, (p. 54) at Park Board meeting William S. Fearn reported the demolition of the Union 76 service station on Havermale Island by Smith & Sons had been completed and final payment was due.

April 11, 1974, (p. 154) at Park Board meeting the Board approved renaming A.M Cannon Island (often referred to as Crystal Island because the Crystal Laundry dominated the island) to Canada Island.

June 10, 1974, (pp. 161-163) at the Park Board Improvement Committee meeting the "Scope of Work" for the residual park was presented.

Phase I: Data assembly, organized community input, prep of base material

Phase II: Goals and Objectives, citizen input, program configurations, preparation of master plan scenarios

Phase III: Refine selected master plan scenarios, select final program, and concept development for detail refinement

Phase IV: Development of final master plan: phasing, cost estimates, presentation documents and materials

August 22, 1974 at a Special Meeting of the Park Board residual park designer, Robert Perron, reported plans on re-use of various Expo buildings. He recommended for park elements to retain four Expo entry gate structures, two chair-ride terminal structures, Gondola ride, the Expo concrete pavilion for the Boeing Amphitheatre dressing room, several kiosks; the five butterfly landmarks, the Japanese Garden, the Alberta Amphitheatre on Canada Island, the Forestry Products Pavilion, and the U. S. Pavilion.

The balance of Park Board related minutes regarding the Expo 74 residual central riverfront park (The naming of "Riverfront Park" came later) activity between the previous August 22, 1974 entry through the opening of the Ice Palace in 1978 revolved around development grants and a local special levy for the recreation and entertainment activities of Riverfront Park.

APPENDIX C

Spokane Parks and Recreation Department HUD and IAC Files

These archived files occupy most of an entire filing cabinet drawer, and contain grant applications, contracts, letters, memos and other correspondence related to the acquisition and development of the Expo 74/Riverfront Park site. Most of these contents represent grant applications and correspondence initiated or received by William S. Fearn, plus the records related to Expo 74/Riverfront Park site overseen by him.

The following is a listing of some of the contents of those files:

October 18, 1965, Request to Inter Agency Committee for Outdoor Recreation, State of Washington grant application for matching funds for riverfront development, Spokane, WA Project One and Project Two: Havermale Island. Included one letter application to IAC for \$420,000 matching funds of the \$560,000 total cost of Project One, and a second letter application to IAC for \$252,000 matching funds of the \$336,000 total cost for Project Two.

October 30, 1965, Inter Agency Committee for Outdoor Recreation, State of Washington grant application for Project Two Havermale Island for \$336,000.

December 30, 1965, Inter Agency Committee for Outdoor Recreation, State of Washington grant application for Project One Havermale Island for \$560,000.

September 27, 1966, Application to HUD Urban Renewal for Havermale Island One. The first step in the proposed central riverfront development program encompassing the majority of privately owned land now on Havermale Island, Crystal Island (later named Canada Island) and portions of the Spokane River banks on both north and south sides. Planned uses included: picnicking, boating, swimming, fishing, children's playground area, softball, viewing natural resources (river rapids, etc.). Included future plans to re-locate Great Northern RR tracks.

June 11, 1968, Havermale Island WASH-OSA-32 (DL) (G) File: East of Washington Street and North of Great Northern RR; contract for \$197, 00 under Title VII of the Housing Act of 1961, to acquire and/or develop land for open-space purposes (included the House of Charity, Cascade Seek, the Griffen Hotel and 3 parcels) and demolition contracts for structures on these properties.

July, 1968, Bureau of Outdoor Recreation grant request for \$217,800 for 2.48 acres on Havermale Island.

June 16, 1969, HUD application for grant to acquire land for open-space purposes. Havermale Island Phase II: 4.25 acres added to 3 acres previously acquired with HUD grant (WASH OSA-32 (DL) (G). Total cost: \$1,288,410.

November 10, 1969, Contract with HUD, WASH OSA-75 (DL) (G) for acquiring part of the privately owned land on the south bank of Havermale Island for \$312,242.

May 31, 1972, Havermale Island Phase II grant application No. 69-104A for \$737,000.

June, 1975, Robert Perron & Robert Grossman presentation of a plan for development of the residual park.

June 27, 1975, Quit Claim Deed for the transferal of the U. S. Pavilion from the Federal Government to the City of Spokane.

July 23, 1976, Economic Development Administration File: Grant application request for \$1,000,000 for Riverfront Park:

West Pavilion remodel:	\$114,000	
Spokane Story Exhibitory:	\$1,700,000	
IMAX Theatre/Furnishings:	\$987,000	
Pavilion circulation:	\$59,000	
Children's Zoo	<u>\$19,000</u>	
Total Project Cost:		\$2,879,000

December 7, 1976, Economic Development Administration File: Acknowledged EDA grant application for \$520,000, Application #WA-0719-1 for the Riverfront Park Ice rink site.

July 28, 1975, Shorelines Management Permit for U. S. Pavilion of Expo 74 into a major recreation activity area.

September, 1975, citizens of Spokane pass a special levy supporting the Riverfront Park Plan by a majority vote.

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Spokane

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Danforth, died

Memorial service for William Samuel Fearn, 67, is set for 2 p.m. Thursday at Unity Church of Truth. Hazen and Jaeger Valley Funeral " Home is in charge of arrangements. Mr. Fearn, retired city of Spokane community service division manager, died Monday.

He was born in Forsyth, Mont. He was appointed as Spokane's recreation superintendent in 1960, coming here from The Dalles, Ore. In 1965 he was named city parks and recreation director and became the city park board secretary in 1966. In 1980 he began managing the city's community service division. He retired in July 1989. He was instrumental in initiating

concerts at Riverfront Park during the Fourth of July celebrations and led sing-a-longs at Cannon Hill Park during Christmastime.

Mr. Fearn had served in the Army. He was past president of the Washington State Recreation and Park Association, past chairman of the Spokane Neighborhood Centers and was appointed by the governor to the Interagency Committee for Outdoor

Thomas Johnson

Spokane

Memorial service for Thomas Arthur Johnson, 66, is set for 3 p.m. Wednesday at Crossroads Baptist Church. Hazen and Jaeger Valley Funeral Home is in charge of arrangements.

Recreation of Washington in 1969 and again in 1980. He was a volunteer with Valley Meals on Wheels, acted as a guardian ad litem, and was a member of the Sing For Your Lunch Bunch, in



Fears in 1979

building program.

He is survived by his wife of 12 years. Ruth Barr Fearn; one daughter, Corri Collin of Spokane; two sons, Brian Fearn of Pullman and Joel Fearn of Friendship, Maine; two stepdaughters, Michele Himada of Kennewick and Challis True of Spokane; one stepson, Jeff Resta of Seattle; two brothers, Dale Fearn of Sandpoint and Ed Fearn of Seattle; one sister, Eleanor Halcrow of Champagne, Ill.; and six grandchildren.

Herton Hunn

Medical Lake

Memorial service for Merton D. Munn, will be at 3 p.m. today at Whitworth Presbyterian Church.

Mr. Munn, who died Monday, was born in Ohio.



And the rest, thanks to Bill Fearn, is Spokane history.

so he offered to sell it to the county

Former park director's name proposed for YMCA site meadow



There is a proposal to name the recently reclaimed area in Riverfront Park where the old YMCA used to be after Bill Fearn who oversaw the funding of Expo '74.

WITH VIEW TO FUTURE

Bill Fearn was instrumental in Expo '74, Riverfront Park

By Pia Hallenberg piah@spokesman.com, (509) 459-5427

It takes a lot of people to build a city. Private business owners and elected officials come and go. Some become legends because of the buildings they build, the laws they pass and the events they create. Others work in the background doing the legwork for big projects, and where nothing would be completed without their dedication, they rarely end up seeing their name commemorated on a plaque or a building.

Such a man was former Spokane Parks

Letters of support

Letters about naming the former YMCA site meadow in Riverfront Park after William "Bill" Fearn may be sent to: Leroy Eadie, director of Spokane Parks and Recreation Department, 808 W. Spokane Falls Blvd., Spokane, WA 99201

and Recreation director William "Bill" Fearn, said Hal McGlathery who's now leading an effort to name the 1-acre conservation site located where the Downtown YMCA used to be after Fearn.

McGlathery said Fearn's work overseeing the funding of the Expo '74 World's Fair should be recognized publicly.

"The politicians were the key proponents of Expo '74 and without them it couldn't have happened, they greased the skids," said McGlathery, "but Bill Fearn did the legwork and took care of all the details. That's why he deserves the recognition."

Fearn was the director of Spokane Parks and Recreation Department from 1965 to 1980 and in preparation for Expo '74 he pulled together grant funding from many sources to acquire and develop the land that's now Riverfront Park. He also hired a young Hal McGlathery in 1970.

"I worked with Fearn a lot, so I feel like

See FEARN, 6

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FEARN Continued from 1

I know him well," said McGlathery, who retired in 2009 after 39 years with Spokane Parks and Recreation Department. "I don't want to pit him against politicians like Tom Foley and Warren Magnuson, or King Cole who deserve all the credit they get. I just think he deserves some credit, too."

McGlathery got the idea and submitted the formal proposal to name the YMCA site meadow inside Riverfront Park after Fearn. He did most of the research into Fearn's accomplishments last year and submitted the proposal in September.

William T. Youngs, a professor at Eastern Washington University who wrote "The Fair and the Falls" about Expo '74 and the development of Riverfront Park, mentions many of Fearns accomplishments in his book. But McGlathery said he didn't find as many mentions of Fearn in old minutes as he expected. "That surprised me, but I knew he worked in the background more than anything else," McGlathery said.

Fearn is also credited with saving Spokane's Looff Carrousel when its original home, Natatorium Park, closed in 1968. Back then, many thought the carrousel was just an oddity with little value and jokingly referred to it as "Fearn's Folly." Today, it's impossible to imagine . **Riverfront Park without** the carrousel and the joy it brings to thousands of visitors every season. Fearn died from a heart attack at age 67 in 1995.

McGlathery said Fearn always felt a close connection to the Y, so naming the site in his honor is appropriate for reasons beyond his work with Riverfront Park.

"Fearn worked for the YMCA in Seattle while he was at the University of Washington," said McGlathery. "His master's degree in social work was from George Williams College in Chicago, a school that also had a close connection to the YMCA."

McGlathery is not sure when the Parks Board will take action on the naming proposal and he encourages people to write letters in support to the Parks Department. "I hope they do it," McGlathery said.

LETTERS OF SUPPORT FOR NAMING FORMER YMCA SITE IN HONOR OF WILLIAM S. FEARN

Roger D. Crum, (City Manager supervised Wm. S. Fearn) Robert Perron, (LA Designed Riverfront Park under Wm. S. Fearn) James Sloane, (City Attorney worked with Wm. S. Fearn) Rod Zoske, (Asst. Director under Wm. S. Fearn) Frank McCoy, (Director under Wm. S. Fearn as Asst. City Manager) William Stimson, (Chronicle reporter: City Hall & Wm. S. Fearn) Royce P. Gorseth, (Spokesman-Review reporter & best friend of WSF) Ronald A. Abernethy, (Division Manager under Wm. S. Fearn) Marian Herzer, (Sinto Ctr. Dir. & Project Joy Dir. under Wm. S. Fearn) Bonnie Moffatt, (Clerical staff person under Wm. S. Fearn)

October 1, 2012 5416 S Garfield Spokane, WA 99223

Mr. Leroy Eadie, Director Spokane Parks and Recreation Department 808 W. Spokane Falls Blvd Spokane, WA 99201

Re: Proposal to Name the Former YMCA Site Meadow in Honor of William S. Fearn

Dear Leroy:

Please add this letter of endorsement to the packet in support of naming the newly created meadow on the former YMCA site in honor of William S. Fearn. I arrived in the Spokane City Manager's Office in 1974 in the midst of Expo. From that time onward I worked closely with Bill, both as a colleague and an administrative supervisor until his retirement from the City. While I was not present during the extensive planning and land acquisition of Expo, I quickly learned the history and then subsequently was proud to personally observe the amazing transformation of the fair site into one of the country's finest public parks.

It is very easy for a new generation to forget the legacy of those who have gone before, especially those whose contributions were quietly and professionally done, but without whom the outcome simply wouldn't have happened. In the Spokane City organization those key players started with Syl Fulwiler, Glen Yake, and Bill Fearn.

As a professional city government administrator I have always been hesitant to jump on the bandwagon of naming an important landmark after a recently deceased local citizen, often someone whom, although personally very noteworthy, in actuality had very little to do with the place in question. This is certainly not the case here, and it would be a suitable honor for remembering someone like Bill who placed his heart and soul into both Riverfront Park and "Spokane Parks & Recreation."

Thank you for reviewing this request and submitting it to the Park Board for consideration of naming the newly developed meadow in honor of William S. Fearn.

Sincerely,

Roger

Roger D. Crum

Retired Spokane City Manager

Robert Perron Landscape Architect, Emertius 2424 SE Caruthers Street Portland, Oregon 97214

January 14, 2013 Mr. Leroy Eadie, Director Spokane Park and Recreation Dept. City Hall 808 N Spokane Falls Blvd. Spokane, WA 99201 **RE: Riverfront Park Facility naming in honor of William S Fearn**

Dear Mr. Eadie,

This letter is to convey my heartfelt endorsement to name the new meadow formerly occupied by the YMCA in memory of Mr. William S. Fearn, former director of the Parks Director.

As the landscape architect for Riverfront Park it was my privilege to know and work with Mr. Fearn to design and develop the park as you experience and enjoy today. The naming honor is long overdue and fitting.

Sincerely yours,

Robert Perron Landscape Architect, Emeritus

PAINE 🗗 HAMBLEN"

ATTORNEYS

James Sloane Of Counsel (509) 455-5098 james.sloane@painehamblen.com

November 16, 2012

Leroy Eadie, Director Spokane Parks & Recreation Department 808 W. Spokane Falls Blvd. Spokane, WA 99201

Re: Naming of YMCA Meadow Site after Former City Parks Director, William Fearn

Dear Mr. Eadie:

In 1914, the Olmstead Brothers, the world renowned landscape architects from New York City, presented the Spokane Park Board with a plan for the development of a park system in the City of Spokane. In that plan, the Olmstead Brothers identified the "great gorge of the Spokane River" as an outstanding site for an urban park. At that time the site was dominated by railroad structures and industrial buildings.

Sixty years later, under the leadership of William Fearn, the Spokane Park Board realized the dream of creating an urban green space, Riverfront Park, along the Spokane River, a development that literally changed the face of Downtown Spokane.

I had the honor to work with William Fearn as a young Assistant City Attorney representing the Spokane Park Board from 1972 to 1978; and, during that time I had the opportunity to observe his administrative leadership at close hand. Tirelessly working to secure state and federal grants, and charitable donations from the railroads that occupied the site, and from the Washington Water Power Company, Bill provided the administrative leadership necessary to secure what is now one of the most striking urban parks in the United States.

I wish to add my support to the proposal to name the old YMCA Meadow Site after William Fearn in recognition of his efforts on behalf of the City of Spokane Park System. I believe that William Fearn deserves this honor in recognition of the contributions that he made in developing Riverfront Park as a site for Expo '74 and leaving a legacy of urban green space in Downtown Spokane for all of Spokane to enjoy.

Thank you for considering my views on this proposal.

Sincerely,

PAINE HAMBLEN LLP

James Sloane

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717 West Sprague Avenue Suite 1200 Spokane, WA 99201 T (509) 455-6000 F (509) 838-0007 www.painehamblen.com A Limited Liability Partnership with offices in Spokane, Coeur d'Alene, Priest River and Trl-Cities Rod W. Zoske 407 So. Clarkwood Dr. Bellingham, Washington 98225

November 13, 2012

Mr. Leroy Eadie Director of Parks and Recreation 808 W. Spokane Falls Blvd. 5th Floor City Hall Spokane, WA 99201

Dear Mr. Eadle:

It is my understanding that some type of recognition is being considered to permanently honor Wm. S. Fearn.

How unfortunate that we say "Thank you" later rather than in his or her presence.

His family and friends will certainly appreciate and honor the recognition that you and The Board deems in order.

Bill and The Board selected me as Recreation Supt. in the mid -60's. There was a close working relationship between Bill and myself while a number of significant changes and improvements to the Recreation Division occurred.

As I recall, in about 1970, the idea of Expo 74 became something more than a dream.

A World's Fair in a city the size of Spokane is a major event.

People were asked to take on roles that were not in their job descriptions.

The site for the Fair was not in question and the residual use was agreed to early on.

There was the need for land acquisition in a very unique location.

Bill was asked to take on the ardnons task to apply for open space monies from both State and Federal agencies.

Mr. Leroy Eadie November 13, 2012 Page Two

CC

This task required someone that was willing to work, travel and sacrifice the time with family and friends.

Very soon it was evident that being the Director and being responsible for the pressing matters of acquiring monies for acquisition of properties from many entities for the Fair was impossible. Therefore, I was appointed to the position of Deputy Director with total responsibility for department operation.. During my tenare as Deputy Director, I occupied an office next to Bill's and first-hand observed his dedication and abilities to perform the tasks literally "thrown" at him.

The success of his endeavors is obvious.

There were a number of politicians and Expo team members as well as Mayor Rogers and King Cole that were keys to the dream becoming a reality. These people worked hard to support Bill's efforts and they received credit and praise for their efforts but, in all the events prior and during the Fair that I attended, Bill was not mentioned for his "in the trenches" efforts.

The site that I understand is being considered, with ties to the YMCA, should be so fitting.

Your efforts and consideration in this matter is appreciated.

Sincerely,

Rod W. Zoske/ Former Deputy Director Spokane Parks and Recreation Dept.

Frank H. McCoy

4205 Glasgow Way

Anacortes, WA 98221

Leroy Eadie Director of Parks and Recreation West 808 Spokane Falls Blvd. Spokane, WA 99201

Dear Leroy:

Congratulations on being Director of Parks and Recreation and Golf of such a great Park System. You are the current caretaker and builder of one of the finest Park Systems the Olmstead Brothers ever designed. I was Director from 1981 to 1995 when I retired to enjoy the recreation life we preached for years and it has been great, full of adventure and community pursuits here in Anacortes.

I write at this time to support the request that a section of Riverfront Park where the YMCA stood be named in honor of William S. Fearn. Bill was Director of Parks and Recreation when I was hired as Park Superintendent in 1973. He was deeply involved in securing grants, making land purchases and working with the Expo 74 site and post Expo plans. He hired landscape architect, Robert Perrin, one of the best at the time, to design the park and worked with the YMCA to solve their parking problems within the park. Bill was certainly one of the main players in securing and developing the Park that the citizens of Spokane are so proud of today. The Olmstead Brothers dream of a "Great Gorge Park" became a reality during Bill's tenure. He has left a huge fingerprint on Riverfront Park seeing it come to reality. Bill was an honest, hardworking person who cared deeply about Spokane. I endorse and recommend the YMCA Meadow be named in his honor.

Sincerely,

Frank H. McCoy

EASTERN

EASTERN WASHINGTON UNIVERSITY JOURNALISM PROGRAM

> William Stimson, Director Journalism Program

Sept. 26, 2012

Mr. Leroy Eadie, Director Spokane Parks and Recreation Department 808 W. Spokane Falls Blvd. Spokane, WA 99201

Dear Mr. Eadie:

Hal McGlathery told me he has formally proposed that the meadow created on the site of the old YMCA building site be named for William Fearn. I think this is a wonderful idea and would like to say so for the record.

From 1973 to 1976, I was city hall reporter for the Spokane *Chronicle* and as such had a chance to watch city hall staff working on development of Riverfront Park. I spoke with Mr. Fearn two or three times a week about parks, in particular about the development of River Front Park. He was a quiet but intense man. Every conversation with him had a purpose. I began to notice that when I would stop by to ask what was going on, he just happened to have an interesting report or letter on his desk that he wanted to bring to my attention. One time it was the early 1900s proposal to create a river front park. I wrote a front page story about it. Another time it was Mr. Fearn's project to bring the carrousel to the park. I wrote a big story about it, but at the time it seemed to me just a sidelight to the big story of the World's Fair. Look at the importance of that carousel to Spokane today. Mr. Fearn saw that clearly in 1973. To me, that is the essence of what "forward thinking" means.

In contrast to many people who were focused on the World's Fair itself, Mr. Fearn was a "parks man" through and through. He was always thinking about what all this meant to users of parks. I'm certain he would be extremely pleased at this latest opening up of parks land. I wish I could stop by his office

today and pick up his report and hear his explanation of it. I know he would emphasize what this meant to ordinary users of Spokane parks.

Mr. Fearn and his colleagues in city hall were under tremendous pressure in that time when the Riverfront Park was being developed. It is pretty evident today how they performed under that pressure. I think it would be appropriate to recognize hard working city employees by naming this space for one of the best of them, William S. Fearn.

Sincerely,

William Stimson, Ph.D.
2110 E. 56th Court Spokane, WA 99223 06 November 2012

Mr. Leroy Eadie, Director Spokane Parks and Recreation Department 808 W. Spokane Falls Blvd Spokane, WA 99201 Dear Mr. Eadie,

Along with Hal McGlathery, retired Spokane Parks & Recreation director, and others, I am hoping to encourage the Spokane Parks Board to name the proposed "meadow" under the demolished YMCA in honor of William (Bill) S. Fearn, who was Spokane Parks director before, during and after the creation of Riverfront Park.

I have a personal motive as Bill was my best friend between 1968 and his early death at age 64 in 1995, and, having been born and lived in Spokane all my life I feel a deep commitment to honor those who enriched my city.

Having lunch or talked to Bill nearly every day while he was Spokane Parks director, and spending many weekends with his family, I know first-hand how hard he worked (literally 24/7) to insure that the dirty, dangerous area of trash and transients would be transformed into one of the most beautiful city parks in the nation.

Bill worked daily for years with city engineers, parks board, landscape architects and Expo 74 administration to create the Park.

He also had strong ties to the YMCA land as a program participant and supporter and while attending the University of Washington worked several; summers as Day Camp Director for the Northeast YMCA in Scattle and in the same capacity for the Friendly Indian Section at Seattle YMCA's Camp Orkila in the San Juan Islands.

Bill graduated with a Master's Degree from George Williams College, Aurora University, Williams Bay, Wisconsin, in a special curriculum created in coordination with the YMCA.

Bill was an avid walker, hiker, cross-country skier, fisherman and sailor and also an accomplished musician (sang and played guitar around campfires and family/friend/neighborhood gatherings), and, enthusiastically encouraged everyone to enjoy the Spokane area's great outdoors.

Bill was insistant that the city buy the Loof Carousel for Riverfront Park which had been in storage many years.

At the time, many thought that the purchase was imprudent (to say the least) and critics later called it "Fearn's Folly."

Undeterred, Bill convinced the City to buy and restore the magnificent merry-goround and install it in Riverfront Park.

Today, our Carousel is considered a Spokane treasure.

Plans are presently underway to further enhance it by raising its platform and installing more mirrors and lights so it will stand out and sparkle even more. And, taking an idea from Missoula's popular, profitable carousel I understand a attached gift shop is also projected.

Many of us believe that Bill has earned and deserves to have the Riverfront Meadow named in his honor and hope letters such as mine will further encourage the Spokane Park Board to name it:

"In Honor of William S. Fearn, Spokane City Parks Director, 1965-1995".

Thank you, Sincerely, Royce P. Gorseth 2110 East 56th Court Spokane, WA 99223 Tel: 509-448-6403 E-mail: Rgorseth458@cs.com September 22, 2012 Leroy Eadie, Director Spokane Parks and Recreation Department 808 West Spokane Falls Boulevard Spokane, WA 99201

Re: Naming of YMCA Meadow Site after William Fearn

I wish to add my name to the many individuals who, no doubt, will support the naming of the old YMCA Meadow site after Bill Fearn. Having had the unique opportunity to work for Bill in the late 60's and 70's, I was able to observe and experience, first-hand, the vision he possessed and the devotion and commitment with which he pursued that vision. His contributions to the legacy that is now part of the City of Spokane's Parks and Recreation inventory (for recreation pleasure and City beautification), is remarkable.

I believe wholeheartedly that William Fearn deserves this honor, that those that come after us may be aware of the sizable contributions he delivered on behalf of Spokane's citizenry.

Thank you for considering my support of this most worthy endeavor.

Sincerely,

Ronald A. Abernethy

September 7, 2014

Leroy Eadie, Director Parks and Recreation Department City of Spokane 808 W. SPOKANE Falls Blvd. Spokane, WA 99201

Dear Mr. Eadie:

It is a privilege to support the proposal submitted by Hal McGlathery to name the former Riverfront Park YMCA site for William S. Feam. Such an honor is both appropriate and logical.

It is a well-known fact that he worked tirelessly - and successfully - writing grants to acquire the lands needed for Riverfront Park. Further, he was an integral part of the design, and the following development of the Park with the Spokane Park Board and Robert Perron, Landscape Architect Principal. The project was a success for Spokane then ... and it has so remained. Mr. Fearn deserves major credit.

Memories of Bill are warm and strong. My husband, Kaye Herzer, and I had opportunities to work with Bill. Kaye was Director of Senior Services for Spokane and I founded and led Project Joy following our shared direction of Sinto Senior Center. Bill was a unique administrator whose support and broad interests went beyond expectations. He was altruistic - serving with dignity, respecting others' opinions, and helping fulfill the needs of his staff, the City of Spokane, and the public.

Please support this thoughtful proposal honoring William S. Fearn by naming the former Riverfront Park YMCA site for him. Thank you for your consideration.

Sincerely,

Marian Herzer

Marian D. Herzer 8230 N. Pamela Street Spokane, WA 99208 509-467-9030 September14, 2012

Leroy Eadie, Director Spokane Parks and Recreation Department 808 W. Spokane Falls Blvd. Spokane WA 99201

Dear Sir:

It has been brought to my attention that a proposal has been made to have the former YMCA Site Meadow named in honor of William S. Fearn, the director of Spokane Parks and Recreation from 1965 to 1980.

I worked as a part time employee of the Park Department when Mr. Fearn along with King Cole and our Senators and Congressman, worked so diligently to bring about the purchase of the land for our Riverfront Park.

What impressed me at the time was the saving of the Loof Carousel, which had been left to Bill Oliver by Louis Vogel. At 90 years old I have fond memories of riding that merry-go-round when I was 6 years old with m grandmother in attendance. So it was very important to me.

Mr. Fearn worked very hard on that project having Bill Oliver installed at a warehouse on South Howard street where the dismantled carousel was laid out, and repaired by Mr. Oliver. The German Beer Hall at the fair was to be the home of it when the fair was over. We, in Spokane, are truly blessed to have the carousel as one of the main attractions in our beautiful Riverfront Park. Spokane paid \$40,000 for it, and it's value at this time is undetermined.

Mr. Fearn came up with the idea of having "Save Spokane's Merry-Go-Round" pins made, and sold for \$1.00. Although I have no idea How many were sold it was a successful endeavor.

I would appreciate it if you would give serious consideration to having the former YMCA Site named in honor of William S. Fearn.

Sincerely,

Bonnie L. Moffatt 1616 E. 30th Apt. 231 Spokane, WA 99203

From:	gail.l.burrus@gmail.com
To:	Spokane Parks and Recreation
Subject:	City Pools
Date:	Saturday, March 10, 2018 4:05:44 PM

I just wanted to compliment the board on their decision regarding open (no charge) swimming at the city pools. As a former educator (Clarkston, WA) I saw first hand how the haves and the have nots affected children. Now that I am a resident of Spokane I applaud your progressive thinking around this issue. Great for families and kids. Bob Burrus

From: Kimberly Babb

Subject: Summer pool fees Date: March 9, 2018 at 2:22:08 PM PST To: Jennifer Ogden <<u>ilmogden@earthlink.net</u>>

Jennifer,

I read in the Spokesman that the Spokane Park Board voted to eliminate pool fees and I just wanted to send you a note to say job well done. I think it's a fantastic decision and will be welcomed. When I was at the Parks Foundation the Make a Splash program was supported but the need is so big. I could also see it was a struggle for many families to come down to the office during the times we were open to get passes.

What could be a better way to encourage children and families to spend the summer outside enjoying physical activity and our parks? Again, congratulations to you and the rest of the Park Board. Thank you for your wisdom and the work you do to improve our community.

Best, Kimberly

Kimberly Babb Manager of Donor Stewardship & Major Gifts Spokane Symphony | Martin Woldson Theater at The Fox

Begin forwarded message:

From: "J. Stewart-Strobelt" <<u>stewstro@hotmail.com</u>> Subject: Pools Date: March 9, 2018 at 2:34:16 PM PST To: "jlmogden@earthlink.net" <jlmogden@earthlink.net>

Dear Jennifer,

A quick note to express my sincere gratitude for the part you played in reinstating free swimming at the city pools. It is a huge step forward for increasing the standard of living for so many low-income families in Spokane. What a wonderful thing to do! Thank you, Jody

Sent from my iPhone



CONSTRUCTION CONTRACT | FOUNTAIN CAFÉ TENANT IMPROVEMENTS

<u>INTENT</u>

Contract with the apparent low bidder, 'M.E. Uphus Construction' to construct the 'base bid' & 'alternate 1' scope for the 'Fountain Café Tenant Improvements' project in the amount of \$107,882.82 including tax.

ITEM	<u>QTY</u>	UNIT PRICE	<u>EX</u>	TENDED COST
Base Bid - Tenant Improvement Renovations	1.0	\$ 90,657.00	\$	90,657.00
Tax (8.8%)	1.0	\$ 7,977.82	\$	7,977.82
		Total Base Bid:	\$	98,634.82
Alternate 1 - Replace exterior pavers with concrete slabs	1.0	\$ 8,500.00	\$	8,500.00
Tax (8.8%)	1.0	\$ 748.00	\$	748.00
		Total Alternate 1:	\$	9,248.00

Total Price: \$ 107,882.82

BID TABULATION

BID NUMBER: SW62-18 BID TITLE: FOUNTAIN CAFÉ TENANT IMPROVEMENTS DUE DATE: 4/9/18



CITY OF SPOKANE - PURCHASING SPOKANE 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400

BIDS RECEIVED FROM:	ME Uphus Const.	D.R. Scott Const.	Dennis Cleavenger Const.	Kearsley Const.	Burton Construction	Western States Construction	Walker Const.
Base Bid:	\$90,657.00	\$101,000.00	\$107,157.00	\$111,700.00	\$114,694.00	\$114,000.00	\$119,000.00
Wa State Sales Tax	\$ 7,978.00	\$ 8,888.00	\$ 9,429.82	\$ 9.829.60	\$ 10,093.07	\$ 10,032.00	\$ 10,472.00
TOTAL BASE BID:	\$98,635.00	\$109,888.00	\$116,586.82	\$121,529.60	\$124,787.07	\$124,032.00	\$129,472.00
ALTERNATE 1 BID	\$8,500.00	\$9,403.00	\$7,350.00	\$10,600.00	\$3,017.00	\$7,000.00	\$9,000
BID BOND	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ADDENDUM	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CONTRACTOR LICENSE	MEUPHEU952L0	DRSCOSC875BG	DENNICC042C6	KEARSCI080BP	BURTOCI038MZ	WESTESC004LK	WALKECI150DM
	RC Mech Plumbing \$3,500 RCMECML92405 Sturm Heating HVAC \$9,300 STURM1210QF NorthShore Elec Electrical \$11,800 NORTHSP914K O	North Shore Electric \$11,734.00 NORTHSP914KO R&R Heating & Air HVAC \$9,400 RRHEAA*1086W			Sturm HVAC Mech \$8,670 STURMI*210QF RiverCity Painting Painting \$2,258 RIVERCP957NT NorthShore Power & Lighting Div 26/27 \$11,734 NORTHSP914KO		Steel Stud St. Drywall \$6,500 STEELSS070M7 Rainbow Elec. Electric \$11,200 RAINBIS012CK Professional Piping Plumbing \$10,350 PROFFP1921C M

Location Map



April 5, 2018



City of Spokane Boundary

Address Point

- Primary
- Secondary

Parcel Dimension

Parcel



City of Spokane GIS Esri, HERE, Garmin, © OpenStreetMap contributors Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

> City of Spokane GIS City of Spokane GIS

BASE BID: CONVERT UNCONDITIONED KITCHEN SPACE TO CONDITIONED OFFICE SPACE WORK TO INCLUDE: REMOVE EX. KITCHEN EQUIPMENT, DRYWALL, CEILING, & FLOORING. INSTALL NEW









BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: FOUNTAIN CAFÉ TENANT IMPROVEMENTS

The undersigned Contractor has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price:

Base Bid:	\$ 90,657
WA State Sales Tax 8.8%:	\$ 7 978 -
Total Base Bid Amount:	\$ 98,635
Alternate 1: Exterior Concrete \$ & Pavers (no tax)	 8500

The Contractor acknowledges receipt of addendum number _____ and agrees that its requirements have been included in this bid.

The Contractor agrees that its Bid will <u>NOT</u> be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. ITEUPHEU SSZLO

U.B.I. Number 602 501 022

Washington Employment Security Department Number 318291005

Washington Excise Tax Registration Number 602 507 0 22

City of Spokane Business Registration Number 12045956 BUS

By submitting their Bid, Contractor confirms it (and any subcontractor) is not listed on the "Contractors Not Allowed to Bid" list of the Washington State Department of Labor and Industries or the Federal debarred list.

<u>COMPLETION TIME.</u> All Work under the Contract shall be started after the date of notice to proceed. Work once started shall be completed by June 15, 2018.

<u>LIQUIDATED DAMAGES.</u> If the work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages in the amount of \$500.00 for each and every day the Work remains uncompleted.

For Contracts up to \$35,000.00 including tax, the Contractor may opt for fifty percent (50%) Statutory Retainage in lieu of Bond. _____ YES ____ NO

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME:	17. E.	UPHOS (CONSTR	JMI, HOTTOC	
SIGNATURE:	marc	SAD	TITLE:	PRESIDENT	
EMAIL ME	UPH- 50	2 Yattoo. co	11×1	PHONE: 536-536-	4919
ADDRESS:	3939	E Bosante	DUE.	LPOKAME WO	99202

SUBCONTRACTOR LIST

PROJECT NAME: FOUNTAIN CAFÉ TENANT IMPROVEMENTS

-

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)
CONTRACTOR/SUPPLIER RC MECH.
TYPE OF WORK/BID ITEM PLBG
AMOUNT \$3400
CONTRACTOR'S REGISTRATION NO. <u>Remacher 2405</u>
CONTRACTOR/SUPPLIER STURM HEATING
TYPE OF WORK/BID ITEM
AMOUNT \$ 2300
CONTRACTOR'S REGISTRATION NO. STURM, 210 QF
CONTRACTOR/SUPPLIER NORTH SHORE ELECT
TYPE OF WORK/BID ITEM ELECTRICAL
AMOUNT \$ \$11,500
CONTRACTOR'S REGISTRATION NO. NORTHSPS14KO

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

SUBCONTRACTOR LIST

PROJECT NAME: FOUNTAIN CAFÉ TENANT IMPROVEMENTS

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE:
(USE ADDITIONAL PAGES IF NECESSARY)
CONTRACTOR/SUPPLIER INTER MOSATAIN WEST
TYPE OF WORK/BID ITEM IM SULATION
AMOUNT \$ 2575
CONTRACTOR'S REGISTRATION NO.
CONTRACTOR/SUPPLIER PAINTINE RUSE CITY PAINTINEL
TYPE OF WORK/BID ITEM PAINTING
AMOUNT \$220>
CONTRACTOR'S REGISTRATION NO. RIVERCRESTAT
CONTRACTOR/SUPPLIER VOLLEY GLASS
TYPE OF WORK/BID ITEM GLAZING
AMOUNT \$ 8203
CONTRACTOR'S REGISTRATION NO. VALLEGS93406

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

SUBCONTRACTOR LIST

PROJECT NAME: FOUNTAIN CAFÉ TENANT IMPROVEMENTS

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)
CONTRACTOR/SUPPLIER STEEL STUD STRUCTURES
TYPE OF WORK/BID ITEM
AMOUNT \$
CONTRACTOR'S REGISTRATION NO. STERL SS 07 - ~ 7
CONTRACTOR/SUPPLIER ME UPWS
TYPE OF WORK/BID ITEM Free Free Free Free Free Free Free Fre
AMOUNT \$
CONTRACTOR'S REGISTRATION NO.
CONTRACTOR/SUPPLIER ta E UPULS
TYPE OF WORK/BID ITEM CONCRETE PANORS DEMO
AMOUNT \$
CONTRACTOR'S REGISTRATION NO. MEUPHEU SSZLO

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

DAVID A. CONDON MAYOR



CITY OF SPOKANE - PURCHASING 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400

03 April 2018

ADDENDUM NO. 1

SW62-18 Fountain Café Tenant Improvements

Attention Bidders,

Please incorporate the following items into the bid documents:

- 1. Add Division 01 Specifications included with this Addendum: 011000, 012500, 012600, 013000, 014000, 014200, 015000, 016000, and 017000.
- 2. Delete Keynote #5, Sheet A1.01. Work completed by Owner.
- 3. Sheet A2.01, Wall Types W1A: Add finish on Mech/Elect Room side of wall. Install FRP salvaged from cafe area with edge trims at all edges to match existing.
- Sheet A2.01: Patch floor tile and cove base on Mech/Elect Room side of wall infill with tile & base salvaged from café area.
- 5. Replace sheet E1.01 with revised sheet E1.01 attached. A second switch was added in the office TI area.

Questions from site walk:

Is floor tile thin-set or installed on a setting bed?
 Answer: Bid work as though floor tile is thin-set as indicated on drawings. If otherwise, it will be a change in conditions to be addressed by Change Order.

Questions submitted from contractors:

- Please confirm all designated to be salvaged/contractor removed equipment is to be delivered to the Parks and Rec. Warehouse on Mallon. Please provide the street address. Answer: Parks Operations building is located at 2304 E. Mallon Ave., Spokane, WA.
- Please confirm the new water service to the building and work involving interior repairs to the Mechanical Room are not part of this project. Answer: Water service work is not a part. See above items for work included.
- During the site walk it was discussed that the quarry tile could remain, and a self-leveling concrete product could be applied for the flooring prepped surface. Please confirm whether the tile is to remain or be removed as part of this project.

Answer: See Questions from site walk #1, above.

- 4. During the site walk the opening between the Mechanical room and remodeled space, (Reference Drawing A2.01) it was expressed that the finish surface on the Mechanical room side could be covered with FRP from salvaged material taken from our demo. Please confirm. Answer: See above items for work included.
- 5. Is the ANSUL Hood Fire Protection still active? Answer: Yes.
- 6. Note 6 on Drawing A1.01 says that existing pavers are to remain. There currently are a significant number of pavers piled outside the screen to the men's restroom. Will these pavers be removed prior to our work commencing?

Answer: Pavers will be removed from work area.

- Reference Note 24 on Drawing A2.01 The concrete pad to be installed outside the existing restrooms is to have a "scoring pattern". Is there a specific design desired? Answer: Assume a 24" grid pattern.
- 8. At the site visit it was mentioned that several of the salvaged lights are requested to be installed in the Vanilla Shell TI Future Office room as temporary lighting for future replacement by owner. How many light fixtures are desired?
 - Answer: Install (2) two salvaged lights for temporary lighting in TI space.
- Drawing M1.01 has several references to the details on Drawing M2.01. This plan page has not been provided. Please clarify.
 Answer: All detail college to provide the M2.01 chauld be M0.01.

Answer: All detail callouts referring to M2.01 should be M0.01.

The Bid Date does not change.

Thea Prince, Senior Buyer, Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID WILL BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

adSTRUCTION INC. Company

Authorized Signature

CITY OF SPOKANE REQUEST FOR BIDS

PART I. PRICING PAGE

TO: PURCHASING, CITY OF SPOKANE

BID NAME: SWIMMING POOL CHEMICALS

BID NO: 4103-15

The undersigned agrees to furnish the following items at the prices stated, subject to the conditions and requirements of this Bid.

ΓΕΜΝΟ.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.	5 buckets	CALHYPO 100 lb buckets (No 50 lb buckets)	\$225.75	\$1,128.75
2.	20 bags	SODIUM THIOSULFATE 50 lb bags	\$25.00	\$500.00
3.	20 boxes	MURATIC ACID 4 gal bottles/box	\$30.00	\$600.00
4.	20 bags	SODA ASH 50 lb bags	\$21.15	\$423.00
5.	300 bags	SODIUM BICARBONATE 50 lb bags	\$24.00	\$7,200.00
6.	50 barrels	SODIUM HYPOCHLORITE 12.5% - 40% 55 gal	\$165.75	\$8,287.50
7.	20 barrels	MURATIC ACID 55 gal	\$247.50	\$4,950.00
8.	96 bags	CALCIUM CHLORIDE 50 lb bags	\$18.50	\$1,776.00
9.	18 bags	CYANURIC ACID 50 lb bags	\$90.75	\$1,633.50
		BULK DELIVERY		
10.	14,800 gallons	SODIUM HYPOCHLORITE - 12.5%	\$2.34	\$34,632.00
11.	8000 gallons	HYDROCHLORIC ACID - 15%	\$3.10	\$24,800.00
	OTAL:	\$86,297.25		
WA SALES	\$7,507.86			
	\$93,.805.11			
Delivery Fee – \$25.00 per stop				
list if delive	list if delivery fee is per stop or how delivery fee is charged/calculated			

PAYMENT: Net 30 days

DELIVERY: Delivery required within 24-48 hours of order or as set up between Vendor and City of Spokane Parks & Recreation Staff.

City Clerk's No.

City of Spokane

Parks and Recreation Department

MEMORANDUM OF UNDERSTANDING

WHEREAS, the South Channel Bridge in Riverfront Park served at one time as a bridge carrying vehicular traffic north and south along Howard Street in Spokane, and

WHEREAS, since the closure of the street to traffic in 1974 as part of Expo 74, the bridge has served the dual function of accommodating pedestrian traffic and as a structure supporting utility infrastructure for City utility needs, and

WHEREAS, the structure of the bridge became unstable and no longer safe for either pedestrians or as a structure sufficient to support City utility infrastructure, and

WHEREAS, Riverfront Park is undergoing a major transition as a result of a bond measure passed by the citizens of Spokane, and

WHEREAS, the Park Department has used some of the bond proceeds to completely re-design and rebuild the South Channel Bridge sufficient to support pedestrian use and as a structure to support City utility infrastructure, and

WHEREAS, the new South Channel Bridge has been completed and the City Public Works Department and the City Parks Department wish to identify and memorialize the obligations and duties of each,

NOW, THEREFORE, the parties agree as follows:

The City Public Works Department will accept ownership of the new bridge and will be responsible for inspection and maintenance of all structural elements of the bridge to assure the safety and integrity of City utility infrastructure;

The City Public Works Department will assume payment of construction costs and program-level indirect costs associated with the bridge project which have been heretofore paid by the Parks Department or are currently or subsequently owing, to a maximum amount of \$7,100,000, subject to a compliance review to determine allowable costs;



The City Parks Department will be responsible for maintaining the non-structural parts of the bridge, such as lighting, railings, private electrical service and other surface amenities, as well as the surface of the bridge itself to facilitate pedestrian and Park uses.

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

CITY OF SPOKANE

Ву	By
Signature Date	Signature Date
Type or Print Name	Type or Print Name
Title	Title
CITY OF SPOKANE PUBLIC WORKS DEPARTMENT	
By Signature Date	
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rype of Finit Name	
Title	
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

From:	gail.l.burrus@gmail.com
To:	Spokane Parks and Recreation
Subject:	City Pools
Date:	Saturday, March 10, 2018 4:05:44 PM

I just wanted to compliment the board on their decision regarding open (no charge) swimming at the city pools. As a former educator (Clarkston, WA) I saw first hand how the haves and the have nots affected children. Now that I am a resident of Spokane I applaud your progressive thinking around this issue. Great for families and kids. Bob Burrus

From: Kimberly Babb

Subject: Summer pool fees Date: March 9, 2018 at 2:22:08 PM PST To: Jennifer Ogden <<u>ilmogden@earthlink.net</u>>

Jennifer,

I read in the Spokesman that the Spokane Park Board voted to eliminate pool fees and I just wanted to send you a note to say job well done. I think it's a fantastic decision and will be welcomed. When I was at the Parks Foundation the Make a Splash program was supported but the need is so big. I could also see it was a struggle for many families to come down to the office during the times we were open to get passes.

What could be a better way to encourage children and families to spend the summer outside enjoying physical activity and our parks? Again, congratulations to you and the rest of the Park Board. Thank you for your wisdom and the work you do to improve our community.

Best, Kimberly

Kimberly Babb Manager of Donor Stewardship & Major Gifts Spokane Symphony | Martin Woldson Theater at The Fox

Begin forwarded message:

From: "J. Stewart-Strobelt" <<u>stewstro@hotmail.com</u>> Subject: Pools Date: March 9, 2018 at 2:34:16 PM PST To: "jlmogden@earthlink.net" <jlmogden@earthlink.net>

Dear Jennifer,

A quick note to express my sincere gratitude for the part you played in reinstating free swimming at the city pools. It is a huge step forward for increasing the standard of living for so many low-income families in Spokane. What a wonderful thing to do! Thank you, Jody

Sent from my iPhone

Clarke, Pamela

From:	Erik <didgerik@yahoo.com></didgerik@yahoo.com>
Sent:	Wednesday, March 07, 2018 4:00 PM
То:	Clarke, Pamela
Subject:	I support the Bluff property purchase

Hello Ms. Clarke,

I am in strong favor of acquiring the additional 50 acres to the Bluff. This is our opportunity to finally connect the north and south areas into one solidified park. The Bluff is a vital asset to our community. My family and I live just blocks away and use it several times a week. I'd really like to see my 4 month old son have a wonderful park nearby to grow up exploring. Thank you for taking the time to read this.

Best, Erik Prichard 905 E 41st Ave

Clarke, Pamela

From:	Clark Richards <clarkrichards60@gmail.com></clarkrichards60@gmail.com>
Sent:	Tuesday, March 06, 2018 1:33 PM
То:	Clarke, Pamela
Subject:	hight drive bluff acquisition

I have lived in Spokane my entire life, most of it along the high drive area....I have walked, run and biked the area a lot...the current acquisition is vital to keep the area in tack...in short I strongly support buying the property.

Clarke, Pamela

From:	a p <soteira1@yahoo.com></soteira1@yahoo.com>
Sent:	Friday, March 16, 2018 10:58 AM
То:	Spokane Parks and Recreation; Eadie, Leroy
Cc:	saferpark@aol.com
Subject:	Save the Rides at Riverfront Park

To Whom it May Concern:

My daughter cries every time we drive through the downtown area or past Riverfront Park because she misses the rides so much. Her heart - and ours - is broken. These rides brought her so much joy during the summer time. Going to the rides at Riverfront Park was something inexpensive and affordable that we could do routinely as a family without having to drive far out of town. Many of us who voted to fund the Park renewal project did not anticipate that it would mean the end of the IMAX and of the rides at the Park. We wished for things to be perhaps upgraded, cleaned, etc., not demolished. The rides also mean employment for many teens and college students in Spokane this is also an opportunity taken away from our family as our elder daughter was finally old enough to apply for last summer.

Please save the RIDES at Riverfront Park!!

Sincerely, Alix P. Fernandez Pamela Clarke:

Had a wonderful conversation regarding the new golf cart trail fee waiver for SSDI recipients with Jason Conley.

While I am a handicapped golfer, I am not an SSDI recipient and would not qualify for the waiver as it is now written.

I did listen as Jason explained that the city courses had tried a handicapped program for a few years and had to terminate

the program because of all the problems the city courses had with trying to use and enforce the program using the

handicapped mirror placards issued to those of us who are handicapped.

Jason suggested I send an email to you, so that it would be forwarded to the Parks board for consideration, of what might

be a solution for the city courses and those of us handicapped golfers who aren't SSDI qualified.

Every recipient of a handicapped mirror placard and/or license plate in the state of Washington, is also given a wallet card

from the WA State Department of Licensing titled "Individual With Disabilities Parking Privilege". The purpose of this card is

to prevent abuse by family members, friends, etc. who might have access to your placard or vehicle, as law enforcement

and SCOPE volunteers will ask for this card for identification purposes if there are problems. If you do not have this card on

your person when asked and you are using the parking privilege, you can written for misuse of the parking privilege and

issued, I believe, a \$450 ticket.

This Parking Privilege card identifies your handicap status (Permanent or Temporary), your name, Date Of Birth, privilege

expiration date, the serial numbers of up to 2 mirror placards, and the handicap license number of your vehicle(if any).

Would seem to me that the city courses could simply ask for the card when a golfer asks to waive their trail fee for the round to

use as proof they are indeed the handicapped person standing before them, and not someone trying to use the waiver who

is not handicapped. They can match it to the individuals driver's license and/or their mirror placard if necessary.

As I explained to Jason, I don't know about other states and what types of identifications they use for handicapped drivers

and their vehicles, but would think a phone call to their Department of Licensing could clear that up.

Thanks for your time, thanks for listening and hope to see a golf cart trail fee waiver for handicapped golfers one day soon.

Thank you –

Bill Summers

4811 S. Marten PARKS & RECREATION 420 Kono WA. 99223 ARR 10.5 2018 Apr. 1 2, 2018 RECEIVED To France Dickson Looking at the proposed art groject by Ineejin Yoon brought or outpouring of negative comments at the Easter dinner Dras at. It seems all wring for our beautiful parle. I am hoping you will vote it down at the Park Board + not put it next to the Clock Tower. The hill is a provinte location for concerts, picnics & get togethers. This old Noch's Picnics & get togethers. The natural beauty Pick structure ruins the natural beauty of M D A Him I of the Park. We have such beautiful and Work in the Park. What a shame I you ruin it is pieco. Sincerly for Corlido